

## LINCOLN CITY/LANCASTER COUNTY PLANNING STAFF REPORT

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This is a combined staff report for related items. This report contains a single background and analysis section for all items. However, there are separate conditions provided for each individual application.

**P.A.S.:**      Prairie Village Addition  
Annexation #02001  
Change of Zone #3355  
Special Permit/CUP #1959  
Preliminary Plat #02003

**DATE:** April 9, 2002

**PROPOSAL:** To annex 113.05 acres, change the zone from AG to R-3, obtain a special permit for CUP for 174 single family, and 300 multi-family dwelling units and to preliminary plat 179 lots, on the southeast corner of N 84th and Adams Street.

### **WAIVER REQUEST:**

#### Preliminary Plat:

|                      |          |
|----------------------|----------|
| Non-radial lot lines | Approval |
| Double frontage lots | Denial   |
| Sewer depth          | Approval |

#### Special Permit/CUP:

|  |        |
|--|--------|
| Building height increased to 50 feet in the multi-family area on Block 10, Lot 7 | Denial |
|--|--------|

### **LAND AREA:**

|                   |                            |
|-------------------|----------------------------|
| Annexation:       | 113.05 acres, more or less |
| Change of Zone:   | 92.2 acres, more or less   |
| CUP:              | 69.8 acres, more or less   |
| Preliminary Plat: | 113.1 acres, more or less  |

**CONCLUSION:** There are no Capital Improvements Program funds available or identified for this area. The applicant requests the City share a portion of the costs, however, there is no funding identified at this time in the current budget or Capital Improvements Program. The applicant may proceed if they agree to construct the improvements required by the annexation agreement. If the developer does not agree to pay the cost of improvements contained in the draft annexation agreement, then the property and associated requests should not be approved.

|   |        |
|---|--------|
| <b><u>RECOMMENDATION:</u></b> Annexation: | Denial |
| Change of Zone:                           | Denial |
| Special Permit/CUP:                       | Denial |
| Preliminary Plat:                         | Denial |

**GENERAL INFORMATION:**

**LEGAL DESCRIPTIONS:** Attached

**LOCATION:** Generally located on the southeast corner of N 84<sup>th</sup> and Adams Streets.

**APPLICANT:** Steve Champoux  
Prairie Homes Builders, Inc.  
P.O. Box 84891  
Lincoln, NE 68501  
(402) 476-6599

**OWNER:** Steve Champoux Jonathan Welles  
Prairie Homes Builders, Inc. 8501 Adams Street

Faith Evangelical Lutheran Church  
6345 Madison Avenue

**CONTACT:** Richard Onnen  
Engineering Design Consultants  
630 N. Cotner Boulevard, Suite 105  
464-4011

**EXISTING ZONING:** AG, agricultural

**EXISTING LAND USE:** Agricultural and undeveloped, grading is in process.

**SURROUNDING LAND USE AND ZONING:**

|        |                                    |  |
|--------|------------------------------------|--|
| North: | Undeveloped, acreages              | AG, Agricultural   |
| South: | Undeveloped, acreages              | AG   |
| East:  | Undeveloped, acreages              | AG   |
| West:  | Golf course, residential, cemetery | AG, R-3, Residential, P, Public,<br>B-1, Local Business District |

**COMPREHENSIVE PLAN SPECIFICATIONS:** The area is indicated as urban residential, commercial and Natural/Environmentally Sensitive in the Comprehensive Land Use Plan (Page 41).

A natural drainage way crosses diagonally through the site, where the applicant has indicated some wetland areas. The Comprehensive Plan indicates that these areas should be protected and maintained (page 74). The developer shows these areas maintained as outlots for open space and drainage.

Strategies of future Urban Residential areas include:

“Close access to a neighborhood park or another type of park which would serve the neighborhood”

“Access to a commercial center serving local needs”

“A safe walkway system for internal circulation by pedestrians and cyclists” (Page 45)

The developer has shown an area designated as a park for the use of the neighborhood. Once the developer is ready to change the zone and submit a use permit, Lot 1, Block 11 and Lot 8, Block 10 shall be used for commercial purposes. The developer has shown pedestrian easements and walks to provide internal circulation for pedestrians and cyclists.

The Comprehensive Plan indicates a future school proposed to the immediate southeast of this project. Lincoln Public Schools currently owns this parcel of land.

The Comprehensive Plan indicates a future trail to be located along the natural drainage way within this project (Page 120). The Parks and Recreation Department requested the trail be relocated to Leighton Avenue in order to provide better access to the LPS site and further separation from the Murdock Trail. The developer has indicated the trail along Leighton Avenue.

The Comprehensive Plan Anticipated Lincoln Service Limit and Phasing Plan indicates this area in Phase III. Phase III is defined as:

“Areas designed for mid-term development contiguous to existing or planned development but lacks one or more major items of infrastructure such as arterial road, park or trunk sewer” (Page 197).

This area lacks the arterial roadway standards for Adams Street. Sewer is available to most of the project area. The City has not yet budgeted for the construction of Adams to arterial standards.

The Comprehensive Plan indicates that in Phase III areas:

“The community shall discourage growth. Infrastructure improvements will generally not be included in the 1-6 year CIP, but may be considered in the long term capital improvement planning of the various city and county departments. The community will consider development proposals in this area only if the developer agrees to immediately provide, at the developer’s cost all off site improvements necessary to extend municipal infrastructure to serve the proposed development” (page 196).

Commercial is shown in the Comprehensive Plan to encompass the entire west portion of this site, the developer proposed to concentrate the commercial at the northwest corner of the site, which is more consistent with current commercial development, and to have a multi-family

area at the southwest corner. This helps to discourage strip commercial along N. 84<sup>th</sup> Street as the Comprehensive Plan indicates.

## **HISTORY:**

|                           |  |
|---------------------------|--|
| <b>April 1, 2002</b>      | Revised preliminary plat was submitted:  |
| <b>February 21, 2002</b>  | Developer Negotiation meeting  |
| <b>February 19, 2002</b>  | Staff only Developer Negotiation meeting   |
| <b>February 19, 2002</b>  | Planning Director's letter was sent:   |
| <b>February 7, 2002</b>   | Developer Negotiation meeting  |
| <b>February 5, 2002</b>   | Staff only Developer Negotiation meeting   |
| <b>January 18, 2002</b>   | Original preliminary plat was submitted  |
| <b>September 18, 2002</b> | Staff only Developer Negotiation meeting   |
| <b>September 13, 2001</b> | Fact-finding Developer Negotiation meeting   |
| <b>September 11, 2001</b> | Staff only Developer Negotiation meeting   |
| <b>August 30, 2001</b>    | First fact-finding meeting of the Developer Negotiation Team   |
| <b>1979</b>               | The zone was updated to AG, Agricultural during the zoning update from A-A, Rural and Public Use district. |

**UTILITIES:** Water connection is being made from an existing line in N. 84<sup>th</sup> Street and Leighton Avenue. Typically a loop system is required. The developer has submitted calculations indicating that sufficient flow and pressure exists to serve the residential portion of the development from the existing main. A connection in Adams Street west of N. 84<sup>th</sup> Street will be required at the time the commercial area is developed in order to complete the loop. The developer is showing oversized water mains in N 87<sup>th</sup> Street, Wagon Drive, Leighton Avenue, Prairie Village Drive, N. 91<sup>st</sup> Street and Tallgrass Lane. The developer requests the city share in all of the oversizing costs.

The Faith Evangelical Lutheran Church will be served with utilities. The Lincoln Water System of Public Works & Utilities Department indicated that the church should have sufficient pressure for fire flows if the area that is identified as future commercial is not served until the system can be looped.

This project proposes to connect to the existing sewer line in N. 84<sup>th</sup> Street. As was established with the Regent Heights 1<sup>st</sup> Addition and Northern Lights Addition preliminary plats, a per acre sewer connection fee is required. The developer is showing an oversized (10") sanitary sewer main in Tallgrass Lane in order to accommodate the anticipated service of the LPS site and requests the city share in the cost of oversizing.

**TOPOGRAPHY:** Sloping to the drainage way and draining to the north and east.

**TRAFFIC ANALYSIS:** N. 84th Street is identified as an arterial street in the Comprehensive Plan Future Street and Road Classification. Adams Street is outside the urban area boundary and is currently unclassified. Since the urban boundary is proposed to extend to include the project area, Adams Street should be extended as an urban minor arterial roadway. Currently, Adams Street is a two lane rural roadway. The Public Works & Utilities Department recommends improvements to Adams Street consistent with an arterial roadway and providing for traffic safety.

Leighton Avenue is at the half mile point and should be a collector road. The Public Works and Utilities Department indicated that collector width pavement is required and the developer agrees to dedicate 40' of right-of-way on the north side of Leighton Avenue for the duration of their project area. The developer requests to pave this road through an assessment district. The Public Works & Utilities and Law Departments indicated that the property to the south of Leighton Avenue is outside the city limits and cannot be assessed through an assessment district. The developer has not discussed this option with the south landowner and that landowner has not been a part of the discussions of the development of this plat. The proposal does not include the annexation of the are south of Leighton.

**PUBLIC SERVICE:** The Lincoln Public Schools owns land south and east of this site. There are no development proposals at this time for the parcel owned by LPS. The developer of this plat indicated interest in possibly purchasing the LPS site for development and incorporation into the community unit plan. Street connections have been made as required to the LPS site.

The Parks and Recreation Department indicated that they would prefer that the proposed park facility be coordinated with the Lincoln Public Schools due to the possibility of a school being located in the area.

**ENVIRONMENTAL CONCERNS:** The developer has identified wetlands in the drainage area shown in Outlots A, B and C. The developer proposes to preserve these areas in the outlots for open space and detention. Areas may be used for passive recreation.

**ANALYSIS:**

1. This is an application to annex 113 acres, to change the zone from AG to R-3, a special permit for a community unit plan for 474 dwelling units and preliminary plat 179 lots
2. This project began in the Developer Negotiation Process on August 30, 2001 before official submittal. A series of fact finding and negotiation meetings were held. The developer and city could not reach an agreement on infrastructure needs and costs

for an annexation agreement. The city indicated to the developer that no funding is available to subsidize portions of this project. The developer decided to pursue the project despite a lack of agreement. The city indicated that the developer could bear the costs of the development and wait for reimbursement when funding is available in the Capital Improvements Program, (2008) if the project is added to the six year CIP.

Annexation:

3. The area is shown within the future service limit of the Land Use Plan. The Phasing Plan of the Comprehensive Plan indicates this area as Phase III. Due to the fact that the area is shown in Phase III, it has not been incorporated into the Capital Improvements Program. Most of the site can be served by sanitary sewer and water. There is a portion of the northeast corner of the site that can not be served without waiving design standards for sewer depth and considerable land fill.
4. A draft annexation agreement is provided by the Law Department indicating the sharing that was discussed at the developer negotiation process. The city has proposed some cost sharing and is part of the city prepared annexation agreement. The developer, in turn, has submitted their own terms for sharing infrastructure cost and are included.
5. A sanitary sewer connection fee was established with the Regent Heights 1<sup>st</sup> Addition/ Northern Lights Addition Preliminary Plats. The developer is required to pay this per acre connection fee.
6. The annexation agreement addresses the sharing and timing of construction of the 16" water mains required to serve this plat.
7. The City has made recommendations concerning developer obligations toward improvements in streets adjacent to this plat. The current plans do not reflect these requirements. These costs must be addressed in an annexation agreement to determine whether the general public or the developer shall pay the cost.

Change of Zone:

8. The developer indicated that they are considering commercial development for Lots 1 and 2 Block 11 and Lot 8, Block 10. They have no site plan or know what the configuration of the commercial area may be at this time. Due to this, the city suggested leaving the area as AG, Agricultural and zone the land at the time that they are prepared to submit a traffic study and site plan for the area. The remaining portion is proposed for R-3, Residential.

Special Permit, CUP:

9. The developer requested a modification to maximum height for the apartment buildings on Lot 7, Block 10 from 35' to 50'. The applicant indicated that the purpose of the waiver was to accommodate three story apartment buildings with lower level parking on one side, however, no lower level parking is shown. The request for this waiver has not been justified.
10. The Parks and Recreation Department indicated that they need a community recreation plan for the recreation area shown in the multi-family area. They would also prefer that the area identified as a proposed park should be relabeled as open space.

Preliminary Plat

11. The developer requests the following waivers to the preliminary plat: double frontage lots for Lots 1-6, Block 1 along Leighton Avenue, non-radial lot lines in the southwest corner of the Lot 24, Block 9 where the lot intersects Wagon Drive and sewer depth. The applicant indicated that the request for double frontage lots is due to an existing overhead transmission line easement along Leighton Avenue and proposed development to the south. Better site design can eliminate double frontage lots. The applicant indicated that portions of the sanitary sewer in Tallgrass Lane are shallower than standard to accommodate a hookup to the existing trunk sewer, crossing over the proposed box culvert. The sewer in N. 91<sup>st</sup> Court is shallower in order to reduce fill at the east property line. Design standards indicate standard sewer depths from 10' - 15'. The developer shows depths ranging from 5' - 9', shallower than standard. The developer has not justified the request for this waiver as required by §26.15.030(d). The Public Works & Utilities Department indicated that the shallow sewer does not affect the city's ability to serve the site, but limits the landowner from having sewer served to the basement of the home and is why they recommend approval of the waiver.
12. The developer requested a waiver to block length for Blocks 10 and 11, however a waiver is unnecessary. The Land Subdivision Ordinance indicates that block lengths may exceed 1320' where a major street or natural barrier forms at least one boundary of the block (§26.23.130). The two blocks both front upon N. 84<sup>th</sup> Street on their west boundary and Block 10 has a drainage way along the north boundary of the block. Pedestrian walks have been shown from Block 10 to N. 84<sup>th</sup> Street and N. 87<sup>th</sup> Street to allow for pedestrian connections due to the extended block length.
13. The developer requested a modification to maximum height of accessory buildings on Lot 24, Block 9 to allow for the construction of an oversized maintenance and storage building associated with the church. The developer requests an increase in height from

15' to 20', however, this height requirement of the Zoning Ordinance cannot be modified with a preliminary plat. The lot is not within the boundaries of the CUP. The church area can be brought into the CUP in order to allow for a waiver of the height restriction, or the church may go to the Board of Zoning Appeals to ask for a variance.

14. The plan shows a 10" sanitary sewer through portions of this plat with the justification that it will serve 128 acres. The Public Works & Utilities Department requests that a map be submitted that shows the 128 acres. If needed, the sewer can be built to a larger size than the minimum 8" size. Construction of a larger size does not constitute approval of serving all 40 acres of the LPS site which would require exceptions to sewer design standards.
15. Some sewers are shown at shallow depths that will not provide sewers with gravity sewer to potential basements. The Public Works & Utilities Department recommends approval of the exceptions to design standards to serve this plat as conceptually shown. Prospective home owners must be informed of the shallow sewer and that lift pumps will be required.
16. The plan shows no improvements to the major channel through the site. Nothing has been submitted to show that the channel will not erode after development and no improvements are shown to the drainage channel. The Public Works & Utilities Department indicates this is contrary to design standards. The Public Works & Utilities Department indicated that engineering calculations need to be done and submitted for Public Works & Utilities Department review to determine what level of bank stabilization is required, if any.
17. The existing topography along the east side of the plat shows the natural low area west of the east line of this plat. The grading plan shows this low area filled 12' and the local drainage east of 91<sup>st</sup> Street diverted to the property to the east and an indication that the property to the east will be graded to accommodate this drainage. Unless the adjacent property owner agrees to this drainage, the grading plan is unsatisfactory. The developer indicated that a 5' retaining wall along the east property line will accomplish this grading. The Public Works & Utilities Department indicated that more detail is needed to show how this wall will be built and on whose property it will be.
18. The developer indicated that steps will be built in the pedestrian easement into the apartment site west of N. 87<sup>th</sup> Street. Steps are not permissible on a public sidewalk. The easement location or grading design must be revised. The same easement east of 87<sup>th</sup> Street also appears to be too steep for sidewalk grades.



19. The Tallgrass Lane and W. Adams Street intersection is satisfactory. In the future, this intersection will be right-in, right-out when medians are constructed in Adams Street.
20. When Lot 2, Block 11 is redeveloped, driveway access to Adams Street must be relinquished. The driveway shown is satisfactory for use by the existing residential use.
21. The Public Works & Utilities Department recommends the interim turn lanes in Adams Street be constructed at this time to serve this area at the cost of the developer.

The staff recommendation for Annexation #02001, Preliminary Plat #02003, Change of Zone #3355 and Special Permit/CUP #1959 are denial due to a lack of funding, however, should the Planning Commission decide to approve the project, the following conditions shall apply:

**ANNEXATION CONDITIONS:**

1. After the applicant completes the following instructions and submits the documents and agreements to the Planning Department office and the agreements are found to be acceptable, the application will be scheduled on the City Council's agenda:
  - a. Sign an annexation agreement to the satisfaction of the City of Lincoln.

**Preliminary Plat CONDITIONS:**

**Site Specific:**

1. After the subdivider completes the following instructions and submits the documents and plans to the Planning Department office, the preliminary plat will be scheduled on the City Council's agenda: (NOTE: These documents and plans are required by ordinance or design standards.)
  - 1.1 Revise the preliminary plat to show:
    - 1.1 Road improvements as required by the annexation agreement.
    - 1.2 Sanitary sewer mains to the satisfaction of the Public Works & Utilities Department.
    - 1.3 A note on the site plan indicating that a larger sized sanitary sewer main does not constitute approval of serving all 40 acres of the LPS site.

- 1.4 Improvements to the drainage channel in Outlots A, B and C to the satisfaction of the Public Works & Utilities, Parks and Planning Departments.
- 1.5 A revised grading plan to the satisfaction of the Public Works & Utilities Department.
- 1.6 Pedestrian easements to the satisfaction of the Public Works & Utilities Department.
- 1.7 A note on the plan indicating that there shall be interim turn lanes in Adams Street until Adams Street is improved to an arterial standard.
- 1.8 A note on the plan indicating that the intersection on Tallgrass Lane and Adams Street will be right-in, right-out only when medians are constructed in Adams Street.
- 1.9 A note indicating that when Lot 2, Block 11 is redeveloped, driveway access to Adams will be relinquished.
- 1.10 Utility easements to the satisfaction of the Lincoln Electric System.
- 1.11 Revise the landscape plan (sheet 8 of 10) to indicate required screening per the Design Standards for Screening and Landscaping §3.5.
- 1.12 Revised list of waivers to design standards on Sheet 1 of 10 to remove waivers that are unnecessary or not allowed(C, E and F).
- 1.13 Show street extensions with profiles at least 300' outside the plat as required by the Land Subdivision Ordinance.
- 1.14 Revised Note #14 (Sheet 1 of 10) to indicate the correct number of lots.
- 1.15 A note indicating that sidewalks will be provided on both sides of public streets and within pedestrian easements. Sidewalks shall be provided on the east side of N. 84<sup>th</sup> Street, and on the south side of Adams Street. A bike trail shall be provided on the north side of Leighton Avenue.
- 1.16 The width of the proposed bike path.

- 1.17 A Note indicating that landscaping shall be in conformance with the City of Lincoln Design Standards(Sheet 1 of 10).
- 1.18 Note #11 (Sheet 10 of 10) to indicate "City of Lincoln Design Standards."
- 1.19 Lots that do not have double frontage
- 1.20 Correct parking information on Sheet 9 of 10.
- 1.21 Revise note #3 (Sheet 3 of 10) to indicate the correct references to Lots and Blocks to the satisfaction of the Planning Department.
- 1.2 Provide information to the Public Works & Utilities Department indicating how grading can be accomplished to build a 5' retaining wall along the east property line.
- 2. The City Council approves associated request:
  - 2.1 Annexation #02001
  - 2.2 Change of Zone #3355
  - 2.3 Special Permit/CUP #1959
  - 2.4 An exception to the design standards to permit sanitary sewer depth ranging from 5'-9'.
  - 2.5 A modification to the requirements of the land subdivision ordinance to permit non-radial lots lines.

General:

- 3. Final Plats will be scheduled on the Planning Commission agenda after:
  - 3.1 Streets, sidewalks, public water distribution system, public wastewater collection system, drainage facilities, ornamental street lights, landscape screens, street trees, temporary turnarounds and barricades, street name signs, and permanent survey monuments have been completed or the subdivider has submitted a bond or an approved escrow of security agreement to guarantee their completion.
  - 3.2 The subdivider has signed an agreement that binds the subdivider, its successors and assigns:
    - 3.2.1 To submit to the Director of Public Works an erosion control plan.

- 3.2.2 To protect the remaining trees on the site during construction and development.
- 3.2.3 To pay all improvement costs except those costs the City Council specifically subsidizes as follows:
  - 3.2.3.1 Oversized water main from 8" to 16" in Leighton Avenue.
  - 3.2.3.2 Oversized sewer main from 8" to 10" in Tallgrass Lane
- 3.2.4 To submit to lot buyers and home builders a copy of the soil analysis.
- 3.2.5 To continuously and regularly maintain street trees and landscape screens located on private property.
- 3.2.6 To complete the private improvements shown on the preliminary plat and community unit plan.
- 3.2.7 To maintain the outlots and private improvements on a permanent and continuous basis. However, the subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 3.2.8 To relinquish the right of direct vehicular access to N. 84<sup>th</sup> Street and Adams Street except as shown on the site plan.
- 3.2.9 To perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.
- 3.2.10 To comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
- 3.2.11 To inform prospective purchasers of shallow sewer and that lift pumps will be required to serve basement sanitary sewer facilities.

**COMMUNITY UNIT PLAN CONDITIONS:**

**CONDITIONS:**

Site Specific:

1. After the applicant completes the following instructions and submits the documents and plans to the Planning Department office and the plans are found to be acceptable, the application will be scheduled on the City Council's agenda:
  - 1.1 Revise the site plan to show:
    - 1.1.1 All conditions required on the preliminary plat.
    - 1.1.2 Revised "proposed park" and "proposed playground" as "open space".
    - 1.1.3 Maximum height of 35' is not waived.
  - 1.2 Submit a community recreation plan for the recreation facility shown in the multi-family area to the satisfaction of the Parks and Recreation Department.
2. This approval permits 474 dwelling units.

General:

3. Before receiving building permits:
  - 3.1 The permittee shall have submitted a reproducible final plan including 5 copies and the plans are acceptable.
  - 3.2 The construction plans shall comply with the approved plans.
  - 3.3 Final Plats shall be approved by the City.

**STANDARD CONDITIONS:**

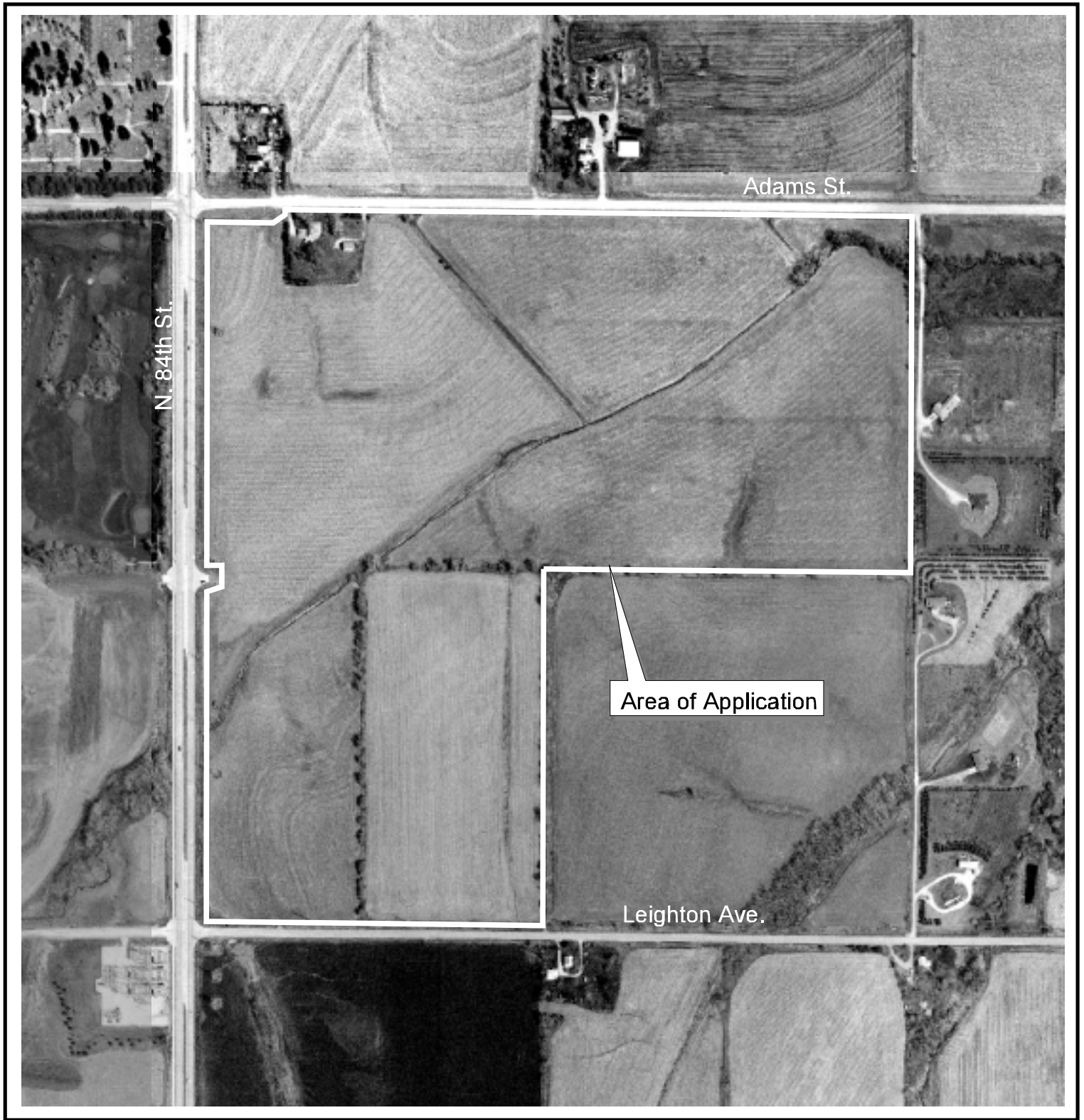
4. The following conditions are applicable to all requests:
  - 4.1 Before occupying the dwelling units all development and construction shall have been completed in compliance with the approved plans.

- 4.2 All privately-owned improvements shall be permanently maintained by the owner or an appropriately established homeowners association approved by the City Attorney.
- 4.3 The site plan accompanying this permit shall be the basis for all interpretations of setbacks, yards, locations of buildings, location of parking and circulation elements, and similar matters.
- 4.4 This resolution's terms, conditions, and requirements bind and obligate the permittee, its successors and assigns.
- 4.5 The applicant shall sign and return the letter of acceptance to the City Clerk within 30 days following the approval of the special permit, provided, however, said 30-day period may be extended up to six months by administrative amendment. The clerk shall file a copy of the resolution approving the special permit and the letter of acceptance with the Register of Deeds, filling fees therefor to be paid in advance by the applicant.

Prepared by:

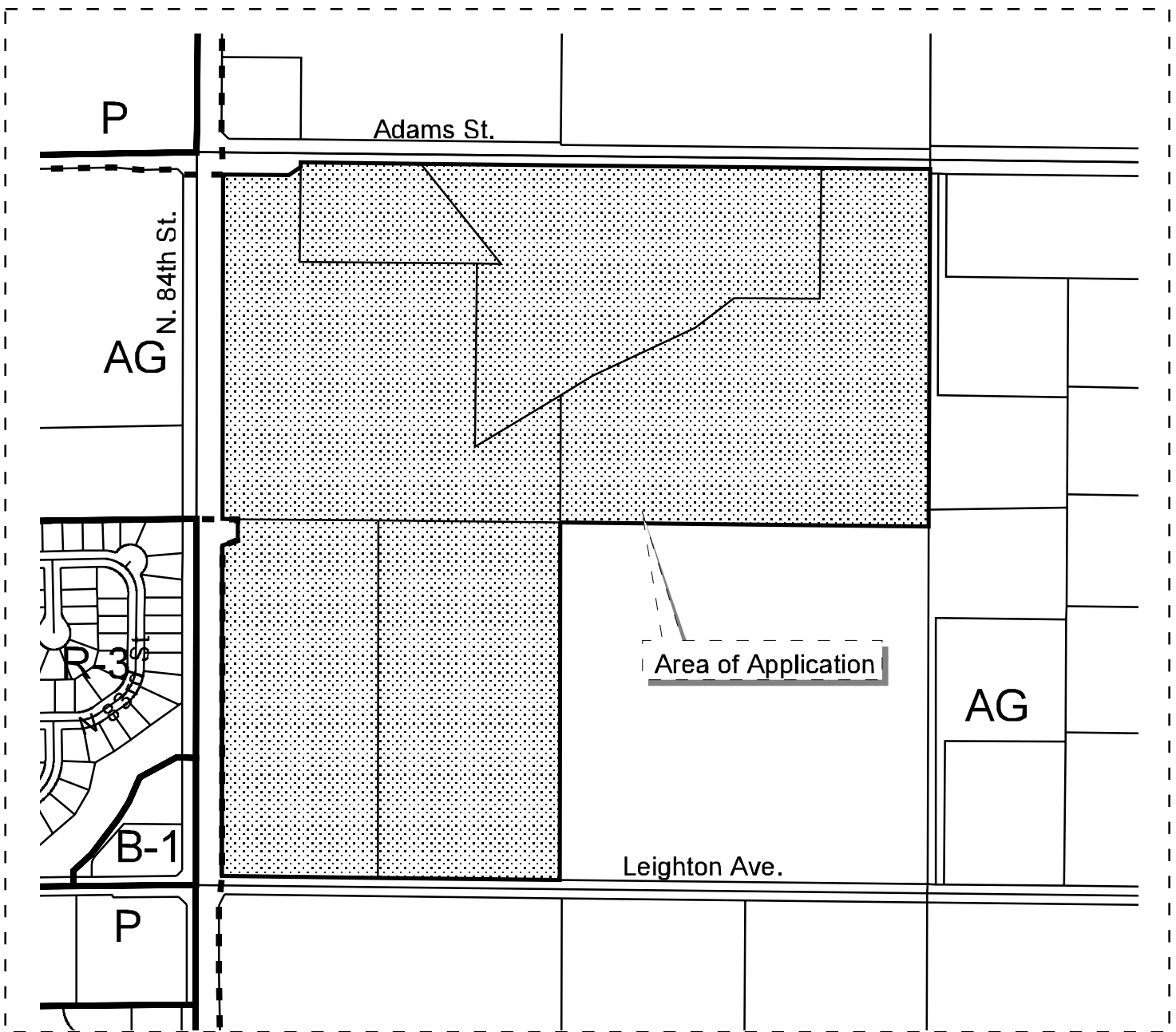
Becky Horner  
Planner

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**Preliminary Plat #02003  
Annexation #02001  
Prairie Village  
N 84th & Adams St.**



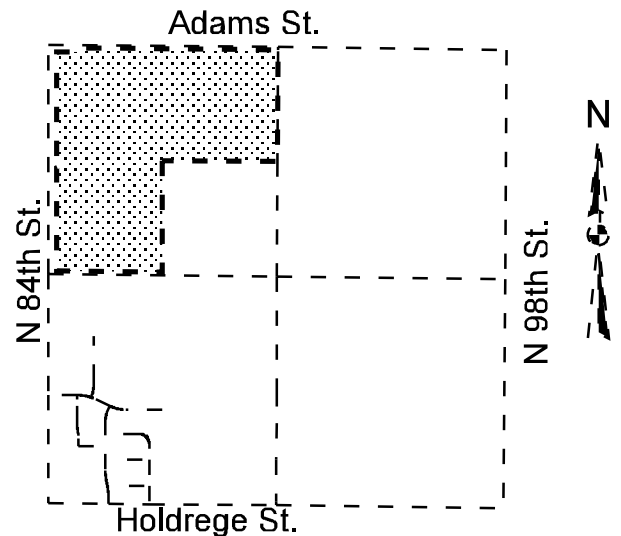
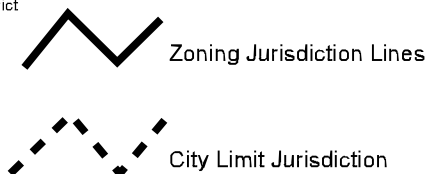


**Preliminary Plat #02003  
Annexation #02001  
Prairie Village  
N 84th & Adams St.**

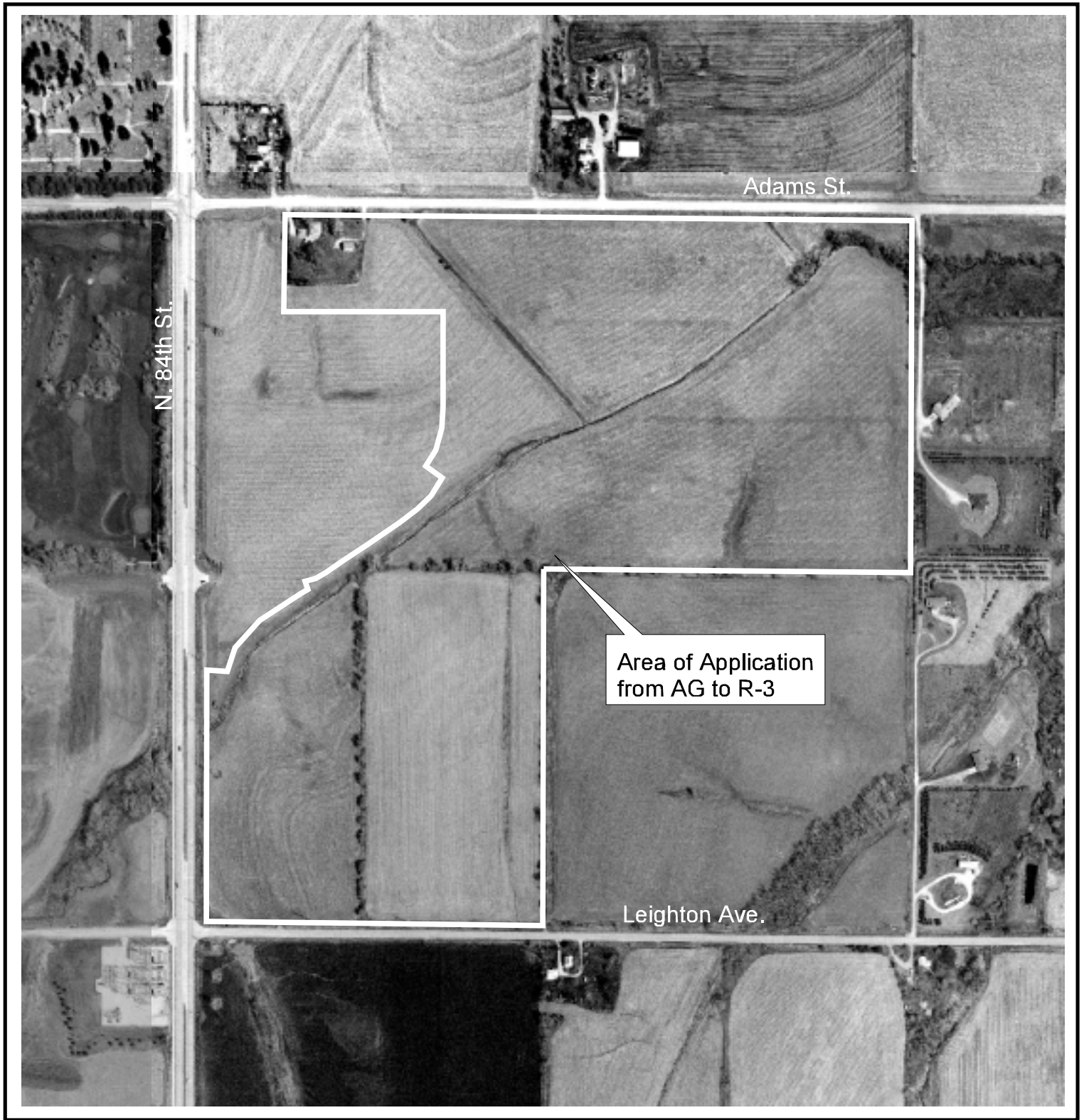
**Zoning:**

|            |  |
|------------|--|
| R-1 to R-8 | Residential District                   |
| AG         | Agricultural District                  |
| AGR        | Agricultural Residential District      |
| R-C        | Residential Conservation District      |
| O-1        | Office District                        |
| O-2        | Suburban Office District               |
| O-3        | Office Park District                   |
| R-T        | Residential Transition District        |
| B-1        | Local Business District                |
| B-2        | Planned Neighborhood Business District |
| B-3        | Commercial District                    |
| B-4        | Lincoln Center Business District       |
| B-5        | Planned Regional Business District     |
| H-1        | Interstate Commercial District         |
| H-2        | Highway Business District              |
| H-3        | Highway Commercial District            |
| H-4        | General Commercial District            |
| I-1        | Industrial District                    |
| I-2        | Industrial Park District               |
| I-3        | Employment Center District             |
| P          | Public Use District                    |

One Square Mile  
Sec. 14 T10N R7E

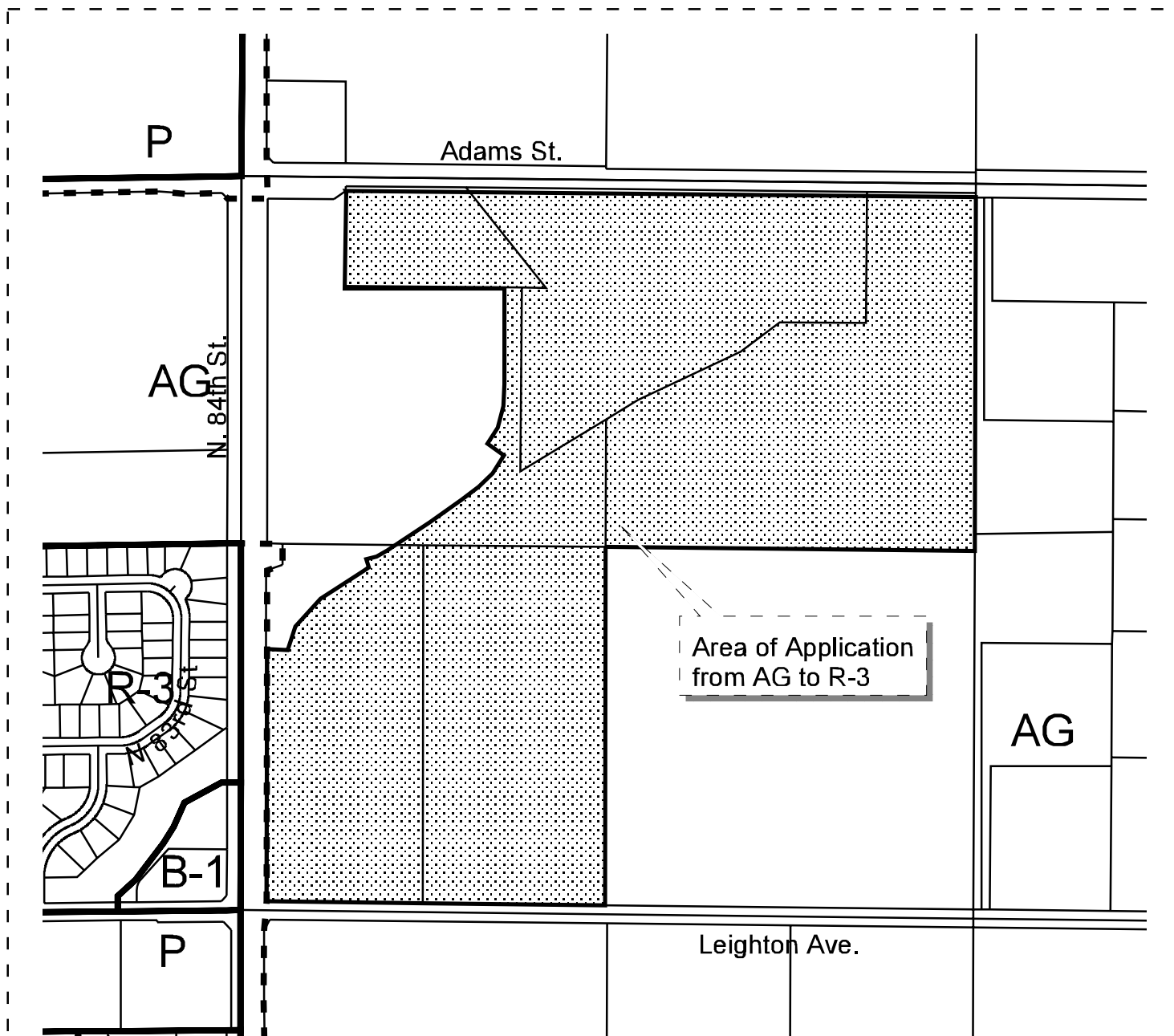






**Change of Zone #3355  
Prairie Village  
N 84th & Adams St.**



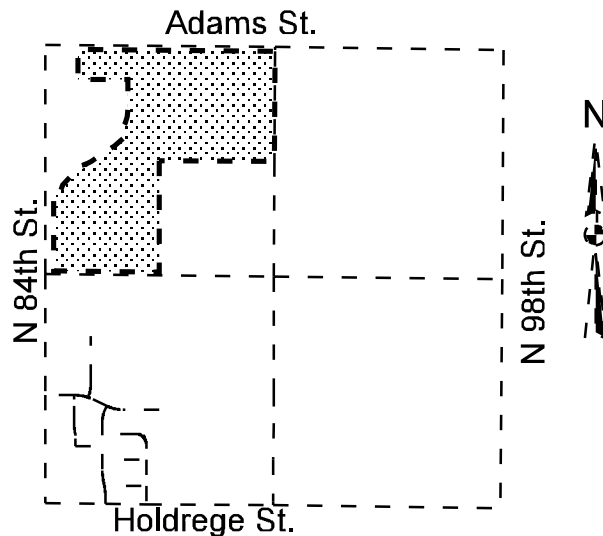
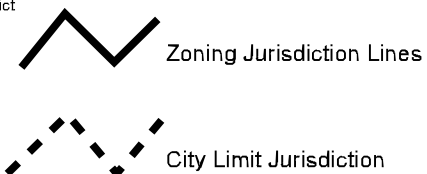


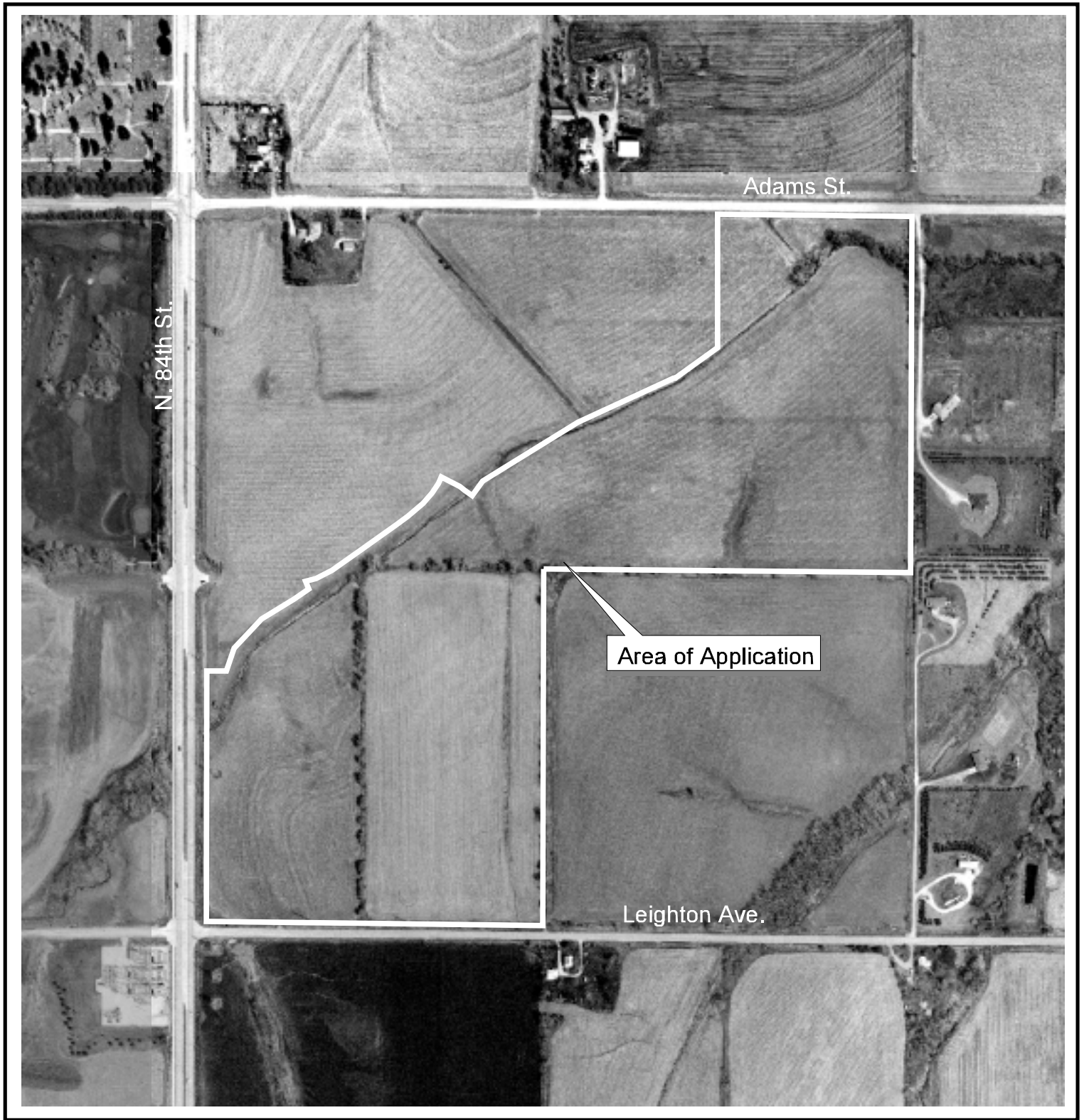
## Change of Zone #3355 Prairie Village N 84th & Adams St.

### Zoning:

|            |  |
|------------|--|
| R-1 to R-8 | Residential District                   |
| AG         | Agricultural District                  |
| AGR        | Agricultural Residential District      |
| R-C        | Residential Conservation District      |
| O-1        | Office District                        |
| O-2        | Suburban Office District               |
| O-3        | Office Park District                   |
| R-T        | Residential Transition District        |
| B-1        | Local Business District                |
| B-2        | Planned Neighborhood Business District |
| B-3        | Commercial District                    |
| B-4        | Lincoln Center Business District       |
| B-5        | Planned Regional Business District     |
| H-1        | Interstate Commercial District         |
| H-2        | Highway Business District              |
| H-3        | Highway Commercial District            |
| H-4        | General Commercial District            |
| I-1        | Industrial District                    |
| I-2        | Industrial Park District               |
| I-3        | Employment Center District             |
| P          | Public Use District                    |

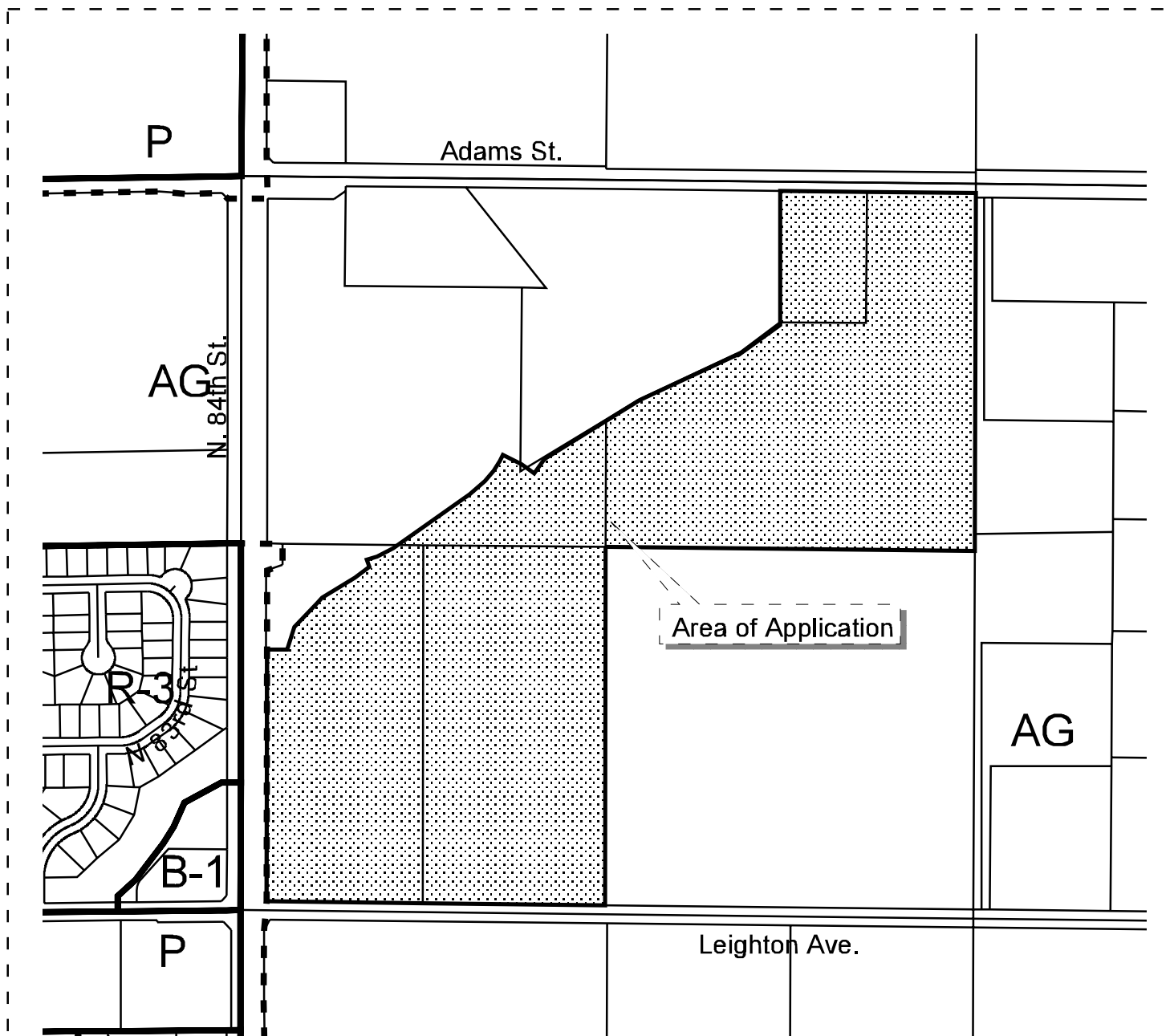
One Square Mile  
Sec. 14 T10N R7E





**Special Permit #1959**  
**Prairie Village**  
**N 84th & Adams St.**



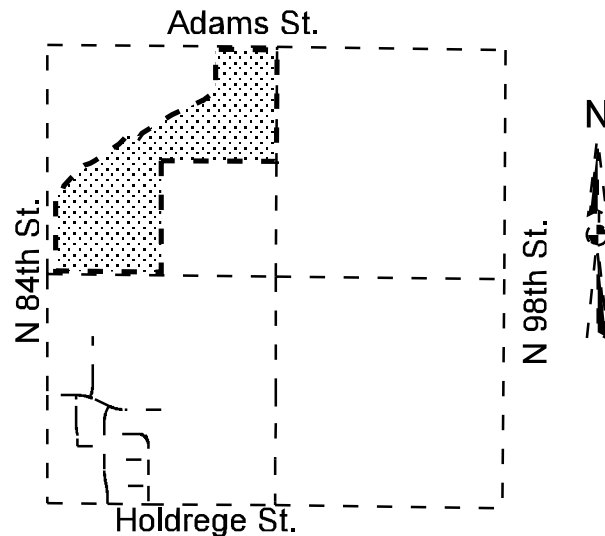
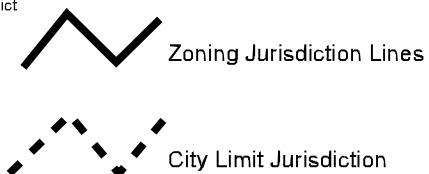


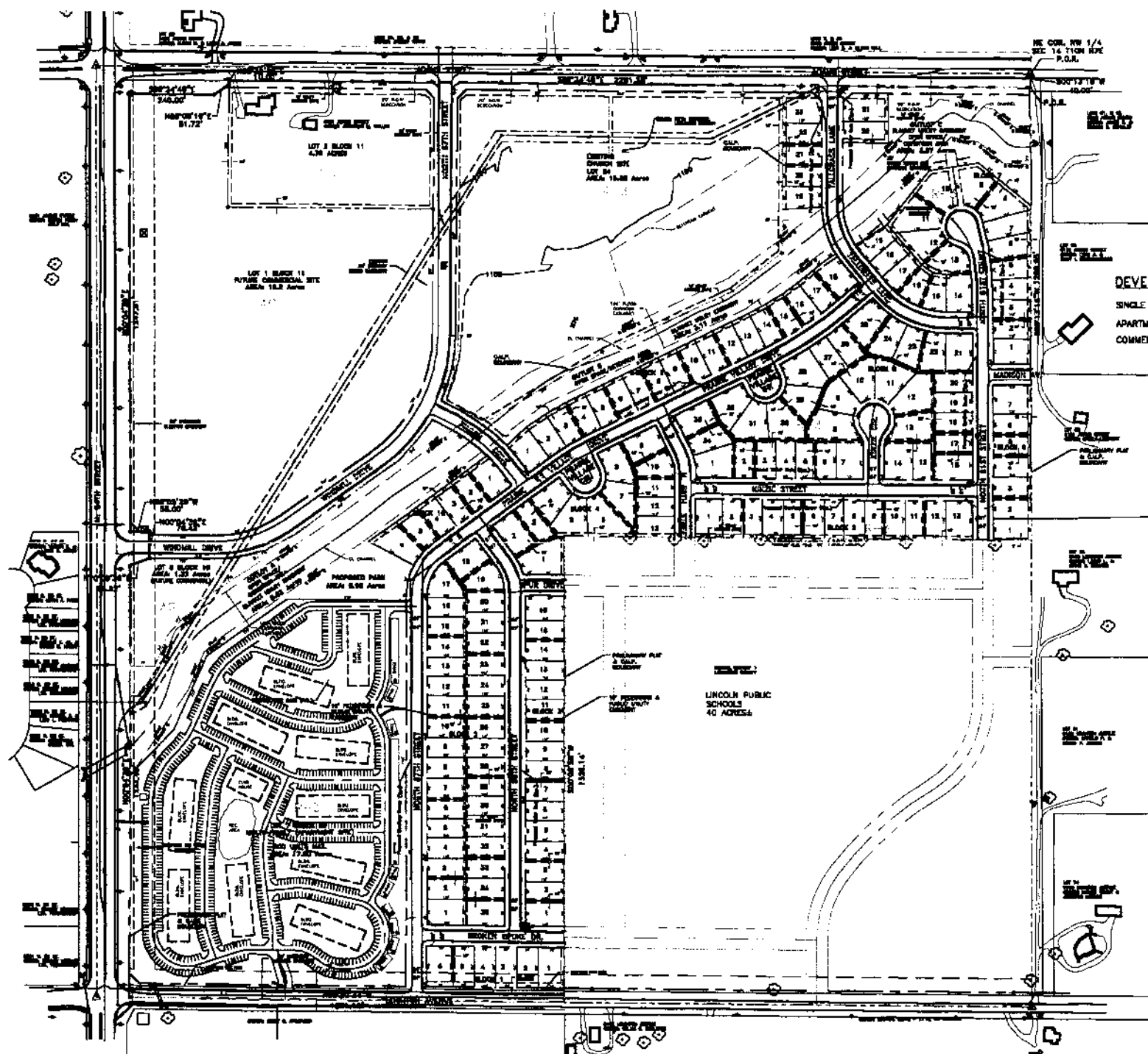
## Special Permit #1959 Prairie Village N 84th & Adams St.

### Zoning:

|            |  |
|------------|--|
| R-1 to R-8 | Residential District                   |
| AG         | Agricultural District                  |
| AGR        | Agricultural Residential District      |
| R-C        | Residential Conservation District      |
| O-1        | Office District                        |
| O-2        | Suburban Office District               |
| O-3        | Office Park District                   |
| R-T        | Residential Transition District        |
| B-1        | Local Business District                |
| B-2        | Planned Neighborhood Business District |
| B-3        | Commercial District                    |
| B-4        | Lincoln Center Business District       |
| B-5        | Planned Regional Business District     |
| H-1        | Interstate Commercial District         |
| H-2        | Highway Business District              |
| H-3        | Highway Commercial District            |
| H-4        | General Commercial District            |
| I-1        | Industrial District                    |
| I-2        | Industrial Park District               |
| I-3        | Employment Center District             |
| P          | Public Use District                    |

One Square Mile  
Sec. 14 T10N R7E





#### DEVELOPMENT SUMMARY

SINGLE FAMILY LOTS: 174  
 APARTMENT UNITS: 300  
 COMMERCIAL: 22.7 AC.

RECEIVED

APR - 1 2002

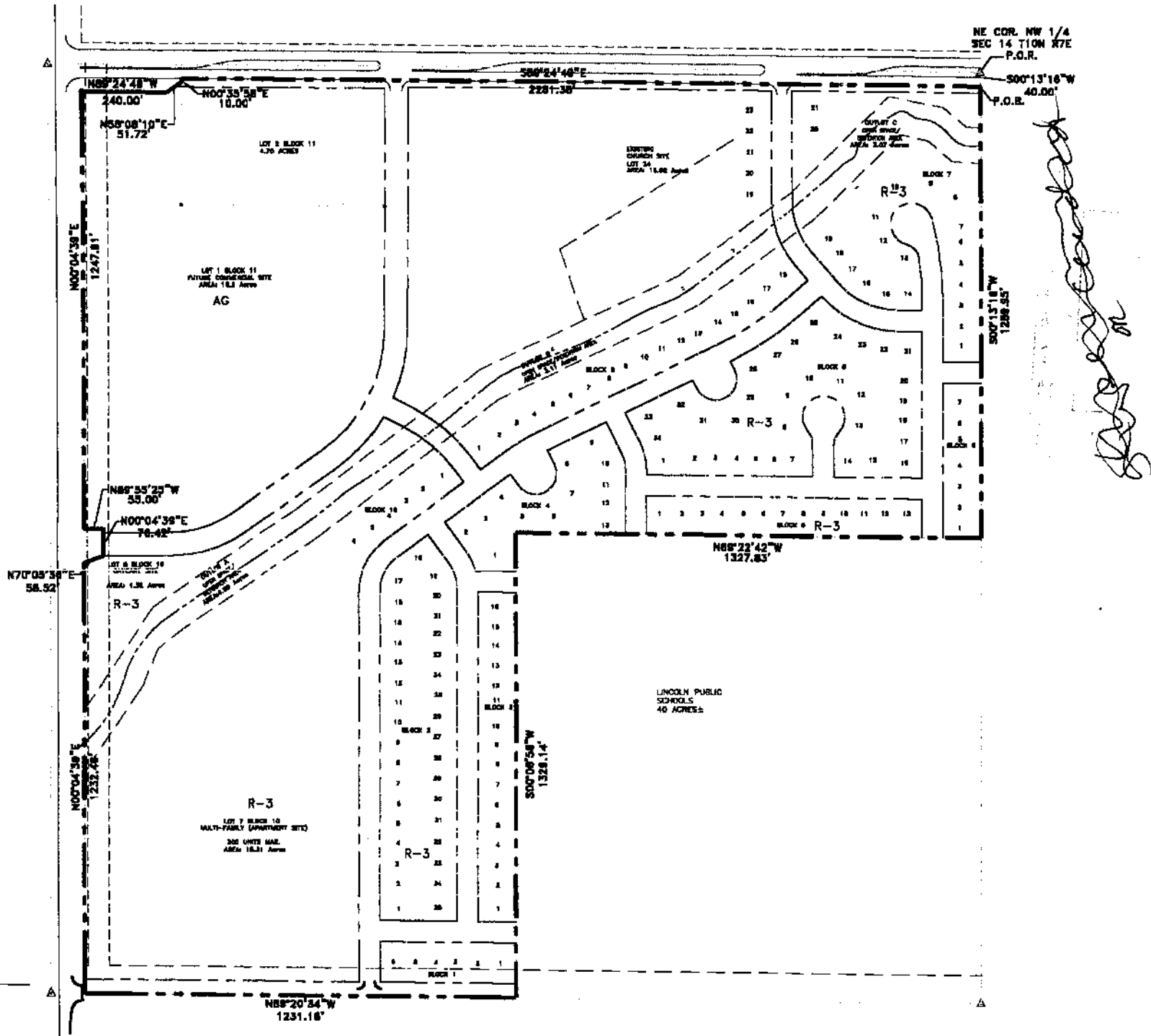
Prairie Village  
 LINCOLN CITY/LANCASTER COUNTY  
 PLANNING DEPARTMENT  
 Lincoln, Nebraska

Drawn By: RPO  
 Dwg.: concept5b  
 Date: 3/29/02

SHEET  
 1 OF 1

EDC

ENGINEERING DESIGN CONSULTANTS  
 630 N. Capital Blvd., Ste. 105  
 Lincoln, NE 68504-4001



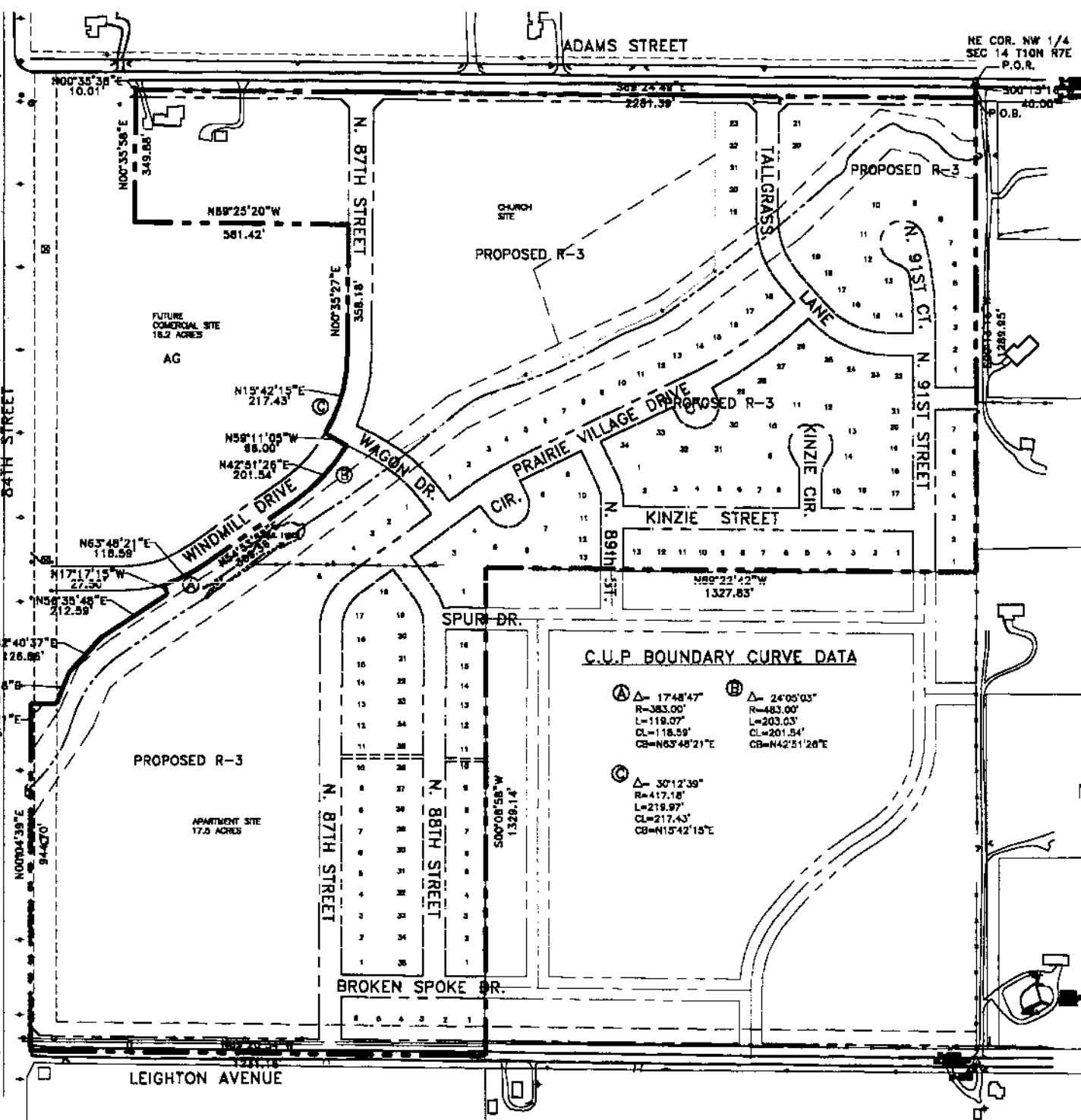
PLANNING DEPARTMENT

**Prairie Village**  
**ANNEXATION BOUNDARY**  
Lincoln, Nebraska

Drawn By: CNS  
Dwg.: Annex\_1\_18\_02  
Date: 01/18/02  
Job #: 01-059

LINCOLN CITY/CANASSA/ST. CHARLES

APR - 1 2002



NO SCALE

**Prairie Village**  
**Change of Zone Exhibit-AG TO R-3**  
Lincoln, Nebraska

Drawn By: CNS  
Dwg.: CofZ\_3\_29\_02  
Date: 01/18/02  
Job #: 01-059





**LEGAL DESCRIPTION  
ANNEXATION BOUNDARY**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE: S00°13'16"W, (AN ASSUMED BEARING), ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 40.00'; THENCE: CONTINUING S00°13'16"W, ON SAID LINE, A DISTANCE OF 1289.95'; THENCE: N89°22'42"W, A DISTANCE OF 1327.83'; THENCE: S00°08'58"W, TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1329.14'; THENCE: N89°20'34"W, A DISTANCE OF 1231.16', TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE: N00°04'39"E, ON SAID LINE, A DISTANCE OF 1232.46'; THENCE: N70°05'36"E, ON SAID LINE, A DISTANCE OF 58.52'; THENCE: N00°04'39"E, ON SAID LINE, A DISTANCE OF 76.42'; THENCE: N89°55'25"W, ON SAID LINE, A DISTANCE OF 55.00'; THENCE: N00°04'39"E, ON SAID LINE, A DISTANCE OF 1247.91'; THENCE: S89°24'49"E, ON THE SOUTH RIGHT-OF-WAY LINE OF ADAMS STREET, A DISTANCE OF 240.00'; THENCE: N55°08'10"E, ON SAID LINE, A DISTANCE OF 51.72'; THENCE: N00°35'58"E, A DISTANCE OF 10.00'; THENCE: S89°24'49"E, ON SAID LINE, A DISTANCE OF 2281.38' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 113.05 ACRES MORE OR LESS INCLUDING 0.933 ACRES OF COUNTY ROAD RIGHT-OF-WAY.

**LEGAL DESCRIPTION  
CHANGE OF ZONE: AG to R-3**

**CHANGE OF ZONE**

A LEGAL DESCRIPTION OF A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE FULLY DESCRIBE AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER: THENCE: S00°13'16"W, (AN ASSUMED BEARING), ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE: CONTINUING S00°13'16"W, ON SAID LINE, A DISTANCE OF 1289.95 FEET; THENCE: N89°22'42"W, A DISTANCE OF 1327.83 FEET; THENCE: S00°08'58"W, A DISTANCE OF 1329.14 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE: N89°20'34"W, ON SAID LINE, A DISTANCE OF 1231.16 FEET; THENCE: N00°04'39"E, ON THE EAST RIGHT-OF-WAY LINE OF NORTH 84<sup>TH</sup> STREET, A DISTANCE OF 944.70 FEET; THENCE: S89°55'21"E, A DISTANCE OF 69.85 FEET; THENCE: N21°36'18"E, A DISTANCE OF 94.41 FEET; THENCE: N42°40'37"E, A DISTANCE OF 126.86 FEET; THENCE: N56°35'48"E, A DISTANCE OF 212.59 FEET; THENCE: N17°17'15"W, A DISTANCE OF 27.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17°48'47", A RADIUS OF 383.00 FEET, AN ARC LENGTH OF 119.07 FEET, A CHORD LENGTH OF 118.59 FEET AND A CHORD BEARING N63°48'21"E; THENCE: ON SAID CURVE, A DISTANCE OF 119.07 FEET TO THE POINT OF TANGENCY; THENCE: N54°53'58"E, A DISTANCE OF 309.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°05'03", A RADIUS OF 483.00 FEET, AN ARC LENGTH OF 203.03 FEET, A CHORD LENGTH OF 201.54 FEET AND A CHORD BEARING N42°51'26"E; THENCE: ON SAID CURVE, A DISTANCE OF 203.03 FEET TO THE POINT OF TANGENCY; THENCE: N59°11'05"W, A DISTANCE OF 66.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°12'39", A RADIUS OF 417.18 FEET, AN ARC LENGTH OF 219.97 FEET, A CHORD LENGTH OF 217.43 FEET AND A CHORD BEARING N15°42'15"E; THENCE: ON SAID CURVE, A DISTANCE OF 219.97 FEET TO THE POINT OF TANGENCY; THENCE: N00°35'27"E, A DISTANCE OF 358.18 FEET; THENCE: N89°25'20"W, A DISTANCE OF 581.42 FEET; THENCE: N00°35'58"E, A DISTANCE OF 349.88 FEET; THENCE: N00°35'38"E, A DISTANCE OF 10.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE: S89°24'49"E, ON SAID LINE, A DISTANCE OF 2281.39 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 92.194 ACRES INCLUDING 0.933 ACRES OF COUNTY ROAD RIGHT-OF-WAY MORE OR LESS.

## LEGAL DESCRIPTION PRAIRIE VILLAGE C.U.P BOUNDARY

### CUP

A LEGAL DESCRIPTION OF A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE FULLY DESCRIBE AS FOLLOWS:

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### LEGAL DESCRIPTION PRELIMINARY PLAT BOUNDARY

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUTNY, NEBRASKA, AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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April 1, 2002

630 North Cotner Blvd., Suite 105  
Lincoln, Nebraska 68505

Becky Horner  
Lincoln-Lancaster County  
Planning Department  
555 So. 10<sup>th</sup> Street, Suite 213  
Lincoln, NE 68508

Re: Prairie Village, Preliminary Plat/CUP,  
Change of Zone, EDC Job # 01-059

Dear Becky:

Enclosed, please find the following revised documents for the above-mentioned project.

1. 4 copies of the Cover Sheet
2. 6 copies of the Site Plan
3. 4 copies of the Drainage and Grading Plan
4. 4 copies of the Drainage Calculations
5. 4 copies of the Preliminary Street Profiles
6. 4 copies of the Landscape Plan
7. 4 copies of the Utility Plan
8. 4 copies of Apartment Lot Site Plan
9. 4 copies Apartment Lot Landscape Plan
10. 1 copy of Landscape Calculations (revised)
11. 1 Special Permit Application (revised)
12. 1 Change of Zone Application (revised)
13. 1 Supplemental Drainage Calculations
14. 1 Proposed Infrastructure Costs (City Contribution)

This re-submittal addresses the City, County and other agency comments as outlined in the Planning Staff letter dated February 19, 2002. Attached herewith are written responses to each item listed in the February letter.

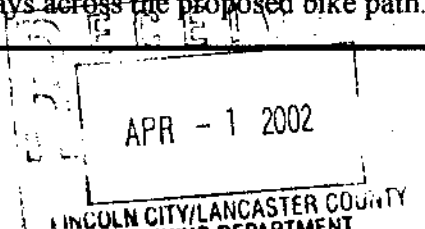
As listed on the Cover Sheet, the following waivers to the design standards are requested for this plat:

**DOUBLE FRONTAGE LOTS**

Block 1, Lots 1 through 6. Residential access to Leighton Avenue is undesirable due to an existing overhead electric easement along the north and potential future commercial development to the south of the street. The proposed pavement section (2+1) for Leighton Avenue will not provide for on street parking to serve these lots. And, the proposed lot configuration eliminates residential driveways across the proposed bike path.

Phone: (402) 464-4011

Fax: (402) 464-4058



NON-RADIAL LOT LINES

Block 9, Lot 24. The lot line in the southwest corner of the lot intersecting Wagon Drive conforms to the current I.T. lot line.

BUILDING HEIGHT

Block 9, Lot 24. Increase the height of accessory buildings from 15' to 20' on this lot to allow for construction of a 60' x 40' maintenance and storage building.

Block 10, Lot 7. Increase the building height limit to 50' to allow for 3 story buildings with lower level parking on one side.

BLOCK LENGTH

Block 10. Waive block length requirements to accommodate apartment site.

Block 11. Proposed as a single lot for commercial use to be serviced with internal private drives.

SHALLOW SEWER

Portions of the sanitary sewer in Tallgrass Lane are shallower than standard to accommodate hooking up to the existing trunk sewer, crossing over the proposed box culvert. The sewer in North 91<sup>st</sup> Court is shallow in order to reduce fill at the east property line as requested by City Staff.

The following owners hold interest and/or options in the property that is adjacent to Prairie Village: North Forty Golf, Inc., Victor S. and Lorie R. Gayed, Mark A. Page, Regent Heights Ltd. Partnership, Arthur E. Jr and Susan M. Handy, Russel A. and Lori L. Fuerhing, Cherry Hill Construction, Inc., Scott C. Anderson, Selma C. Eagleton, Lincoln Public Schools, Larry L. and Diane K. Ditmars, Sheila Lemmert, Lynn A. and Mary I. Reifschneider, James R and Tamara D. Schuldt, Lyle D. and Eileen Hall, Jacoby Farms and Eldon K. and Linda A. Jones.

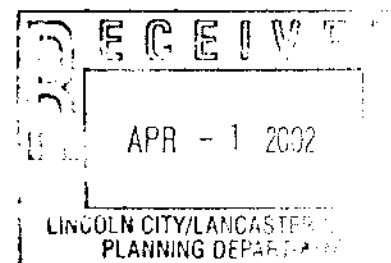
Please contact me if you have any questions or require additional information.

Sincerely,



Richard P. Onnen, E.I.T.

Enclosures



Engineers Opinion of Probable Development Costs

Infrastructure Costs with City Contribution Associated with  
Prairie Village Residential Development, 84th & Adams Street  
April 1, 2002

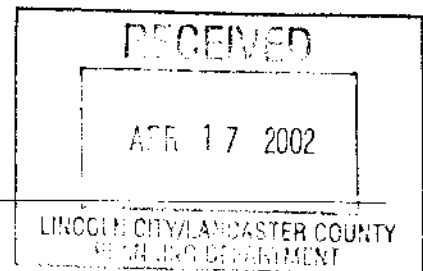


| Item   | Size      | Quantity | Unit | Unit Cost    | Total Cost    | Developer Obligation |               | City Obligation |               | Developer Reimbursement |                 |
|--|-----------|----------|------|--------------|---------------|----------------------|---------------|-----------------|---------------|-------------------------|-----------------|
|  |           |          |      |              |               | Unit Cost            | Extended Cost | Unit Cost       | Extended Cost | Unit Cost               | Extended Cost   |
| Phase 1  |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Water  |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Leighton Avenue, 84th to 87th                  | 16"       | 985      | LF   | \$ 50.00     | \$ 49,250.00  | \$ 25.00             | \$ 24,625.00  | \$ 25.00        | \$ 24,625.00  | \$ (12.50)              | \$ (12,312.50)  |
| 87th Street, Leighton Ave. to Wagon Drive      | 16"       | 1612     | LF   | \$ 50.00     | \$ 80,600.00  | \$ 25.00             | \$ 40,300.00  | \$ 25.00        | \$ 40,300.00  | \$ -                    | \$ -            |
| Wagon Drive                                    | 16"       | 348      | LF   | \$ 50.00     | \$ 17,300.00  | \$ 25.00             | \$ 8,650.00   | \$ 25.00        | \$ 8,650.00   | \$ -                    | \$ -            |
| 87th Street, Wagon Drive to Adams Street       | 16"       | 1020     | LF   | \$ 50.00     | \$ 51,000.00  | \$ 27.00             | \$ 27,540.00  | \$ 23.00        | \$ 23,460.00  | \$ -                    | \$ -            |
| Adams Street, 87th to East Prop. Line          | 16"       | 1680     | LF   | \$ 50.00     | \$ 83,000.00  | \$ 25.00             | \$ 41,500.00  | \$ 25.00        | \$ 41,500.00  | \$ (12.50)              | \$ (20,750.00)  |
| Tallgrass Lane & 91st Street                   | 12"       | 1300     | LF   | \$ 30.00     | \$ 39,000.00  | \$ 25.00             | \$ 32,500.00  | \$ 5.00         | \$ 6,500.00   | \$ -                    | \$ -            |
| Water Sub-total                                |           |          |      |              |               |                      | \$ 175,115.00 |                 | \$ 145,035.00 |                         | \$ (33,062.50)  |
| Sanitary                                       |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Tallgrass Lane, Adams to Prairie Village Drive | 10"       | 625      | LF   | \$ 35.00     | \$ 21,875.00  | \$ 30.00             | \$ 18,750.00  | \$ 5.00         | \$ 3,125.00   | \$ -                    | \$ -            |
| Sanitary Sub-total                             |           |          |      |              |               |                      | \$ 18,750.00  |                 | \$ 3,125.00   |                         | \$ -            |
| Phase 1 Sub-total                              |           |          |      |              |               |                      | \$ 193,865.00 |                 | \$ 148,160.00 |                         | \$ (33,062.50)  |
| Phase 3  |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Water  |           |          |      |              |               |                      |               |                 |               |                         |                 |
| 91st Street                                    | 12"       | 360      | LF   | \$ 30.00     | \$ 10,800.00  | \$ 25.00             | \$ 9,000.00   | \$ 5.00         | \$ 1,800.00   | \$ -                    | \$ -            |
| Water Sub-total                                |           |          |      |              |               |                      | \$ 9,000.00   |                 | \$ 1,800.00   |                         | \$ -            |
| Phase 3 Sub-total                              |           |          |      |              |               |                      | \$ 9,000.00   |                 | \$ 1,800.00   |                         | \$ -            |
| Phase 4  |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Water  |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Leighton Avenue                                | 12"       | 403      | LF   | \$ 30.00     | \$ 12,090.00  | \$ 25.00             | \$ 10,075.00  | \$ 5.00         | \$ 2,015.00   | \$ -                    | \$ -            |
| Water Sub-total                                |           |          |      |              |               |                      | \$ 10,075.00  |                 | \$ 2,015.00   |                         | \$ -            |
| Paving   |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Leighton Avenue (8" PCC)                       | 40' (2+1) | 1240     | LF   | \$ 134.00    | \$ 166,160.00 | \$ 120.00            | \$ 148,800.00 | \$ -            | \$ -          | \$ (67.00)              | \$ (83,080.00)  |
| Paving Sub-total                               |           |          |      |              |               |                      | \$ 148,800.00 |                 | \$ -          |                         | \$ (83,080.00)  |
| Phase 4 Sub-total                              |           |          |      |              |               |                      | \$ 158,875.00 |                 | \$ 2,015.00   |                         | \$ (83,080.00)  |
| Future   |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Water  |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Adams Street, 84th to 87th                     | 18"       | 990      | LF   | \$ 50.00     | \$ 49,500.00  | \$ 27.00             | \$ 26,730.00  | \$ 23.00        | \$ 22,770.00  | \$ (13.50)              | \$ (13,365.00)  |
| Adams Street, 80th to 84th                     | 16"       | 1850     | LF   | \$ 50.00     | \$ 92,500.00  | \$ -                 | \$ -          | \$ 50.00        | \$ 92,500.00  | \$ -                    | \$ -            |
| Water Sub-total                                |           |          |      |              |               |                      | \$ 26,730.00  |                 | \$ 115,270.00 |                         | \$ (13,365.00)  |
| Paving   |           |          |      |              |               |                      |               |                 |               |                         |                 |
| Adams Street, 84th to East Property Line       | Suburban  | 2610     | LF   | \$ 180.00    | \$ 417,500.00 | \$ 96.00             | \$ 250,560.00 | \$ 64.00        | \$ 167,040.00 | \$ (48.00)              | \$ (125,280.00) |
| Temporary Asphalt Transition (650')            |           | 2        | EA   | \$ 37,950.00 | \$ 75,900.00  | \$ 22,770.00         | \$ 45,540.00  | \$ 15,180.00    | \$ 30,360.00  | \$ (11,385.00)          | \$ (22,770.00)  |
| Westbound Left Turn Lane @ 84th Street         |           | 200      | LF   | \$ 52.00     | \$ 10,400.00  | \$ -                 | \$ -          | \$ 52.00        | \$ 10,400.00  | \$ -                    | \$ -            |
| Paving Sub-total                               |           |          |      |              |               |                      | \$ 296,100.00 |                 | \$ 207,800.00 |                         | \$ (148,050.00) |
| Future Sub-total                               |           |          |      |              |               |                      | \$ 322,830.00 |                 | \$ 323,070.00 |                         | \$ (161,415.00) |
| Total  |           |          |      |              |               |                      | \$ 684,570.00 |                 | \$ 475,045.00 |                         | \$ (277,557.50) |

Notes:

1. Phase 2 and Phase 5 construction include no City obligations for infrastructure costs.
2. Developer Reimbursement represents costs to be assessed against adjacent property at time of annexation for reimbursement to Prairie Village Development.
3. Unit cost of the Suburban paving section includes 9" thick PCC pavement for two 18' lanes and 2' wide concrete mow strips in medians.
4. Adams Street paving cost obligations are based on 40% City Contribution, 60% Developer Contribution (30% each side of street).
5. Adams Street paving costs do not include storm sewer and grading. City and Developer contribution to be shared the same as paving (60% Developer, 40% City).
6. Contributions for turn lanes to be determined based on recommendations from future traffic study.

# M e m o r a n d u m



**To:** Becky Horner, Planning  
**From:** ~~Dennis~~ Bartels, Engineering Services  
**Subject:** Prairie Village Revised Preliminary Plat  
**Date:** April 16, 2002

**cc:** Roger Figard  
Randy Hoskins  
Nicole Fleck-Tooze  
Virendra Singh  
Nick McElvain  
Mark Bauer  
Ben Higgins

Engineering Services has reviewed the revised preliminary plat Prairie Village located between Leighton and Adams east of 84th Street and has the following comments:

1. Annexation - An annexation agreement should be in place prior to scheduling this plat for Planning Commission.
2. Water - The water system has been revised per previous comments. The agreement needs to address sharing and timing of construction of the 16" water mains required to serve this plat. This includes the 16" main in Adams Street.
3. Sanitary Sewer - The developer must pay the sanitary sewer connection fee for outletting to the Regent Heights / Northern Lights trunk sewer. The letter acknowledges this fee.

The plan shows a 10" sanitary sewer through portions of this plat with the justification that it will serve 128 acres. Public Works requests that a map be submitted that shows these 128 acres. If needed, the sewer can be built to a larger size than the minimum 8" size. Construction of a larger size does not constitute approval of serving all of the 40 acres school site which would require exceptions to sewer design standards.

The 8" sanitary sewer system to show depths that do not exceed design standards. Some sewers are shown at shallow depths that will not provide sewers with gravity sewer to potential basements. Public Works recommends approval of the exceptions to design standards to serve this plat as conceptually shown.

4. Drainage and Grading - The information submitted shows no improvements to the major channel thru the site. Nothing has been submitted to show that the channel will not erode after development and no improvements are shown to the drainage channel. This is contrary to design standards.

The existing topography along the east side of the plat shows the natural low area west of the east line of this plat. The grading plan shows this low area being filled and the local drainage east of 91st Street being diverted to the property to the east and an indication that the property to the east will be graded to accommodate this drainage. Unless the adjacent property owner agrees to this drainage, the grading plan is unsatisfactory. Comment 7 in the letter accompanying this plat calls for up to a 5' retaining wall along the east property line to accomplish this grading. More detail is needed to show how this wall will be built and whose property it will be on.

Grading is shown within the LES easement adjacent to 84th Street. It should be confirmed that LES will allow this grading.

The comment letter indicates that steps will be built in the pedestrian easement into the apartment site west of 87th. Steps are not permissible on a public sidewalk. The easement location or grading design should be redesigned. This same easement east of 87th also appears to be too steep for sidewalk grades.

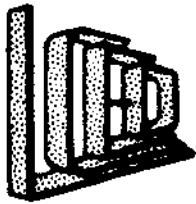
5. Streets - The Tallgrass and Adams Street intersection is satisfactory. In the future, this intersection will be right-in, right-out when medians are constructed in Adams Street.

When Lot 2, Block 11 is redeveloped, driveway access to Adams will need to be relinquished. The driveway shown is satisfactory for use by the existing residential use.

Public Works recommends that the interim turn lanes to Adams Street, until Adams Street is approved, be required at the cost of the development.

Previous negotiations have made City recommendations concerning developer obligations toward improvements in the streets adjacent to this plat. Nothing in the revised plans changes these recommendations. These costs need to be addressed in an annexation agreement.

6. General - The information shown on the preliminary plat relating to the public water main system, public sanitary sewer system and public storm sewer system has been reviewed to determine if the sizing and general method of providing service is satisfactory. Design consideration including, but not limited to, location of water main bends around curved and cul-de-sacs, connection of fire hydrants to the public main, temporary fire hydrant locations, location and number of sanitary sewer manholes, location and number of storm sewer inlets, location of storm sewer manholes and junction boxes, and the method of connecting storm sewer inlets to the main system are not approved with this review. These and all other design considerations can only be approved at the time construction drawings are prepared and approved.



Lancaster


County

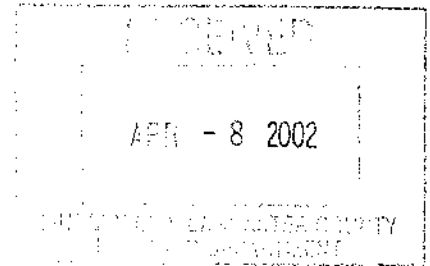
Engineering

Department

DON R. THOMAS - COUNTY ENGINEER

DEPUTY - LARRY V. WORRELL  
COUNTY SURVEYOR

**DATE:** April 5, 2002  
**TO:** Becky Horner  
Planning Department  
**FROM:** Larry V. Worrell   
County Surveyor  
**SUBJECT:** PRAIRIE VILLAGE RE-SUBMITTAL  
PRELIMINARY PLAT #02003



Upon review, this office has no direct objections to this submittal.



Dennis L Roth

01/24/2002 03:50  
AM

To: Rebecca D Horner/Notes@Notes

cc:

Subject: re: Prairie Village

PROJ NAME: Prairie Village  
PROJ NMBR: PP02003, SP1959, C2-33558, Annex 02001  
PROJ DATE: 01/18/02  
PLANNER: Becky

Finding NO duplicate/similar names in our geobase for the street name proposed in this project, other than those which are an extension of an existing street.

Dennis "denny" Roth, ESD II/CAD Admin  
Emergency Communications 9-1-1 Center

Streets: Windmill Dr and N 87th St



MICHAEL WOOLMAN  
<lpd737@CJIS.CI.LIN  
COLN.NE.US>

01/24/2002 10:18  
AM

To: R Horner <RHorner@ci.lincoln.ne.us>

cc:

Subject: Prairie Village

Becky,

The Lincoln Police Department has no objections to the Prairie Village Special Permit and Preliminary Plat.

Michael S. Woolman  
Planning Sergeant  
Lincoln Police Department





INTER-DEPARTMENT COMMUNICATION

DATE January 30, 2002

TO Becky Horner, City Planning

FROM Sharon Theobald  
(Ext. 7640)

SUBJECT DEDICATED EASEMENTS  
DN #26N-88E

Attached is the Preliminary Plat for Prairie Village.

**In reviewing the dedicated transmission line or other electrical easements shown on this plat, LES does not warrant, nor accept responsibility for the accuracy of any such dedicated easements.**

ALLTEL, Time Warner Cable, and the Lincoln Electric System will require the additional easements marked in red on the map, along with blanket utility easements, as identified.

Please add, as a stipulation, the following:

Any construction or grade changes in LES transmission line easement corridors are subject to LES approval and must be in accordance with LES design and safety standards.

Landscaping material selections within easement corridors shall follow established guidelines to maintain minimum clearance from utility facilities.

*Sharon Theobald*



To: Becky Horner, Planning Department

From: Mark Canney, Parks & Recreation

Date: April 17, 2002

Re: Prairie Village Resubmittal PP #02003

---

Staff members of the Lincoln Parks and Recreation Department have conducted a plan review of the above-referenced application/proposal and have compiled the following comments:

1. A cooperative effort between Lincoln Public Schools and the developer is recommended for a future park. Park should be collocated with the school.
2. The outdoor recreation plan for the multi-family housing units should be submitted for review prior to the issuance of the building permit.
3. Remove the language in reference to Outlot A regarding the open space as a park site.

## **City of Lincoln, Nebraska**

### **IMPORTANT**

**All revisions to plans must include Building Permit # and Job Address.**

Return this report with two sets of corrected plans. The corrections noted below are required to be made to the plans prior to issuance of a permit. Please indicate under each item where the correction is made by plan sheet number or plan detail number.

A separate set of plans for review and final approval must be submitted by the licensed installing contractor/s if fire suppression systems, sprinklers, dry powder, fire alarm systems or underground tanks are installed.

## **Plan Review Comments**

Permit # **DRF02011**

Address

Job Description: **PRAIRIE VILLAGE**

Location: **PRAIRIE VILLAGE**

Special Permit: **Y 1959**

Preliminary Plat: **Y 02003**

Use Permit: **N**

CUP/PUD: **N**

Requested By: **BECKY**

Status of Review: **Approved**

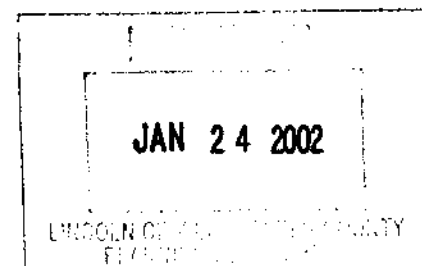
Reviewer: **FIRE PREVENTION/LIFE SAFETY CODE**

**BOB FIEDLER**

Comments:

### **Current Codes in Use Relating to Construction Development in the City of Lincoln:**

- 1997 Uniform Building Code and Local Amendments
- 1994 Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
- 1989 Fair Housing Act As Amended Effective March 12, 1989
- 1979 Zoning Ordinance of the City of Lincoln as Amended including 1994 Parking Lot Lighting Standards
- 1992 Lincoln Plumbing Code (The Lincoln Plumbing Code contains basically the 1990 National Standard Plumbing Code and local community Amendments.)
- 1999 National Electrical Code and Local Amendments
- 1997 Uniform Mechanical Code and Local Amendments
- 1994 Lincoln Gas Code
- 1994 NFPA 101 Life Safety Code
- 1997 Uniform Fire Code and Local Amendments
- Applicable NFPA National Fire Code Standards



**LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT  
INTER-OFFICE COMMUNICATION**

|   |  |
|---|--|
| <b>TO:</b> Becky Homer  | <b>DATE:</b> 1/30/2002   |
| <b>DEPARTMENT:</b>  | <b>FROM:</b> Chris Schroeder<br>Jerry Hood                                       |
| <b>ATTENTION:</b>   | <b>DEPARTMENT:</b> Health  |
| <b>CARBONS TO:</b> Bruce Dart, Director<br>EH File<br>EH Administration | <b>SUBJECT:</b> Prairie Village<br>PP #02003, SP #1959<br>Annex #02001, CZ #3355 |

The Lincoln-Lancaster County Health Department (LLCHD) has reviewed the site plans and accompanying documentation for the proposed Prairie Village development. The following items are noted:

- Water supply will be the City of Lincoln water supply.
- Sewage disposal will be the City of Lincoln sewerage collection system.
- All wind and water erosion must be controlled during construction. The Lower Platte South Natural Resources District should be contacted for guidance in this matter.
- During the construction process, the land owner(s) will be responsible for controlling off-site dust emissions in accordance with Lincoln-Lancaster County Air Pollution Regulations and Standards Article 2 Section 32. Dust control measures shall include, but not limited to application of water to roads, driveways, parking lots on site, site frontage and any adjacent business or residential frontage. Planting and maintenance of ground cover will also be incorporated as necessary.
- Provisions should be made for retaining as much tree mass as possible. Alternately, the applicant will need to plan for disposal of tree waste by burying on site, grinding, offering for firewood or hauling to the landfill. Permits for open burning of tree waste within the city limits will not be approved and applications for burning within the 3-mile zone are unlikely to be approved.

FILED 1-30-02

# PRAIRIE VILLAGE

## CONDITIONAL ANNEXATION AND ZONING AGREEMENT

**DRAFT**

This Prairie Village Conditional Annexation and Zoning Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between **Prairie Home Builders, Inc.** and **Faith Lutheran Church**, hereinafter referred to as "Owners," and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City."

### RECITALS

A. Owners have requested the City to annex approximately 113.10<sup>113.06</sup> acres more or less of land generally located at North 84th Street and Adams Street. The approximately 113.10 acres is hereinafter referred to as the "Property" and is legally described and shown in Attachment A which is attached hereto and incorporated herein by this reference.

B. Owners have requested the City to approve Owners' application to preliminarily plat the Property as Prairie Village.

C. Owners have requested the City to rezone 92.20 acres of the Property from AG Agriculture District to R-3 Residential District.

D. Owners have requested the City to approve Special Permit No. 1959 (community unit plan consisting of 460 dwelling units (160 single-family and 300 multi-family) for the R-3 designated property.

E. Owners are the legal owners of the Property.

F. The City is willing to annex the Property, rezone a portion of the Property from AG Agricultural District to R-3 Residential District, and approve the preliminary plat, and special permit for the Property as requested by Owners, provided Owners agree to make certain improvements and contributions to the public street system, water system, and sanitary sewer system which are necessary in order to serve the Property.

G. Pursuant to the Conditional Annexation and Zoning Agreement for Regent Heights 1st Addition and Northern Lights Addition ("Regent Heights Agreement"), the City and the developers of Regent Heights 1st Addition and Northern Lights Addition constructed certain sanitary sewer trunk lines (herein-after "Sewer A" and "Sewer B") to sewer 254 acres of land within the preliminary plats of Regent Heights 1st Addition and Northern Lights Addition. Said Sewer A and Sewer B can also sewer 746 acres of land outside of the boundaries of the preliminary plats for Regent Heights 1st Addition and Northern Lights Addition, including the Owners' Property.

H. In the Regent Heights Agreement, the City agreed to charge owners of land outside the boundaries of the preliminary plats for Regent Heights 1st Addition and Northern Lights Addition who benefit not from maintenance of Sewer A and Sewer B, but from the extension of Sewer A and Sewer B into an entirely new area, including the Owners' Property, a fair share of the cost of Sewer A and Sewer B based upon a per-acre formula or some other fair share formula approved by the City.

I. Resolution No. A-79736, adopted by the City Council on September 20, 1999, established a one-time connection fee of \$1,570 per acre for property owners whose land is included within the approximately 746 acres of land outside the preliminary plats for Regent Heights 1st Addition and Northern Lights Addition and is sewerable by Sewer A

113.05  
and Sewer B.

J. The City is willing to annex the Property as requested by the Owners, provided the Owners agree to contribute \$177,567 as the Owners' fair share of the cost to construct Sewer A and Sewer B which sewers the Property based upon a cost of \$1,570 per acre times the 113.10 acres being annexed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. **Annexation by the City.** The City agrees to annex the Property.
2. **Rezoning.** The City agrees to rezone the Property from AG Agricultural District to R-3 Residential District.
3. **Preliminary Plat and Special Permit.** The City agrees to conditionally approve the Prairie Village Preliminary Plat and Special Permit No. 1959.
4. **Public Water Mains.** Owners agree as part of the platting process to construct the following water mains by executive order construction. Owners further understand and agree that the proposed water service is only deemed adequate to provide water service to the residential development and that the water supply will need to be re-evaluated before the future commercial area may be rezoned and developed.

A. **Adams Street.** A 16-inch water main approximately 2,660 lineal feet in length in Adams Street from 84th Street east to the east boundary line of the Property. The Owners shall be responsible for 100% of the cost of constructing a typical 8-inch water line abutting a commercial area (1,000 lineal feet) and 100% of the cost of constructing a typical 6-inch water line abutting a residential area (1,660 lineal feet). The City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fittings, and all other accessories that are larger than eight inches abutting a commercial area and larger than six inches abutting a residential area. Notwithstanding the above, the City understands and acknowledges that the 16-inch water main will also serve the property abutting along the north side of Adams Street. Therefore, at such time as the adjacent land owner desires to connect to the water main, the City agrees to use its best efforts to charge said adjacent land owner a connection fee equal to the cost of constructing one-half of a typical 8-inch water line abutting a commercial area and one-half the cost of constructing a typical 6-inch water main abutting a residential area and to pay the amount of any connection fees so collected to Owners. The City shall not be liable to Owners in the event of any failure on its parts by negligence or otherwise to collect all or any part of the connection fees established hereunder.

The estimated cost of the 16-inch water main (2,660 lineal feet) is \$133,000. The estimated cost for the typical 8-inch water line abutting a commercial area (1,000 lineal feet) is \$27,000. The estimated typical cost of constructing the 6-inch water main abutting a residential district (1,660 lineal feet) is \$55,000. The City's estimated subsidy for oversizing the 8- and 6-inch water mains is \$51,000. Because of the amount of City subsidy being provided, the parties agree that the contract for construction of these water mains shall be awarded only after competitive bidding in accordance with City procedures.

B. **Leighton Avenue.** A 16-inch water main approximately 975 lineal feet in length and a 12-inch water main approximately 400 lineal feet in length in Leighton Avenue from 84th Street east to the east boundary line of the Property. The Owners shall be responsible for one-half of the cost of constructing a typical 6-inch water line abutting a

residential area (1,375 lineal feet). The Owners shall also be responsible for one-half the cost of constructing a typical 8-inch water line abutting a commercial area (1,375 lineal feet). The City shall be responsible for all costs attributable to oversizing the 16-inch and 12-inch water mains with pipe, valves, fittings, and all other accessories that are larger than six inches. Notwithstanding the above, the City understands and acknowledges that the 16-inch and 12-inch water mains will also serve the commercial zoned property abutting along the south side of Leighton Avenue. Therefore, at such time as the adjacent land owner desires to connect to the water main or mains, the City agrees to use its best efforts to charge said owner a connection fee equal to the typical cost of constructing one-half of the 8-inch water main and to pay the amount of any connection fee to the Owners. The City shall not be liable to Owners in the event of any failure on its parts by negligence or otherwise to collect all or any part of the connection fees established hereunder.

The estimated cost of the 16-inch water main (975 lineal feet) is \$48,750. The estimated cost of the 12-inch water main (400 lineal feet) is \$12,000. The estimated cost of the typical one-half 8-inch water main abutting a commercial district (1,375 lineal feet) is \$18,562.50. The estimated cost of the typical one-half 6-inch water main abutting a residential district (1,375 lineal feet) is \$17,187.50. The City's estimated subsidy for oversizing the 16-inch and 12-inch water mains is \$25,000. Because of the amount of City subsidy being provided, the parties agree that the contract for construction of these water mains shall be awarded only after competitive bidding in accordance with City procedures.

C. North 87th Street. A 16-inch water main approximately 2,980 lineal feet in length in North 87th Street from Adams Street south to Leighton Avenue. The Owners shall be responsible for one-half the cost of constructing a typical 8-inch water line abutting a commercial area (1,040 lineal feet) and one-half the cost of constructing a typical 6-inch water line abutting a residential area (1,040 lineal feet) and 100% of the cost of constructing a typical 6-inch water line abutting a residential area (1,940 lineal feet). The City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fittings, and all other accessories that are larger than the 8- or 6-inch water main as the case may be.

The total cost of the 16-inch water main (2,980 lineal feet) is estimated to be \$149,000. The estimated cost of the typical one-half 8-inch water main (1,040 lineal feet) is \$14,040. The estimated cost of the typical one-half 6-inch water main (1,040 lineal feet) is \$13,000. The estimated cost of the of the typical 6-inch water main (1,940 lineal feet) is \$48,500. The City's subsidy is estimated to be \$73,460. Because of the amount of City subsidy being provided, the parties agree that the contract for construction of these water mains shall be awarded only after competitive bidding in accordance with City procedures.

D. Tallgrass Lane & 91st Street. A 12-inch water main approximately 1,650 lineal feet in Tallgrass Lane and North 91st Street. The Owners shall be responsible for 100% of the cost of constructing a typical 6-inch water main and the City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fittings and other accessories that are larger than six inches. The total cost of the 12-inch water main is estimated to be \$49,500. The estimated cost of the typical 6-inch water main is \$41,250 and the City's estimated contribution is \$8,250.

5. Street Improvements. Owners agree as part of the platting process to construct the following street improvements by executive order construction:

A. Adams Street. Owners shall at Owners' own cost and expense design, grade, and pave Adams Street from 84th Street east to the east boundary of the Property as a three-lane cross section \_\_\_\_ feet wide (i.e. 2 + 1) and to construct \_\_\_\_-foot right-turn lanes on Adams Street at 87th Street and at Tallgrass Lane. Said work also includes pavement marking changes on the west leg of 84th and Adams Street to provide a left-turn only with a through right-turn lane.

B. Leighton Avenue. Owners shall at Owners' own cost and expense design, grade and pave Leighton Avenue from 84th Street east to the east boundary of the Property as a three-lane cross section, 41 feet wide (i.e. 2 + 1).

C. Turn Lanes. Owners, at Owners' own cost and expense, shall be responsible for all costs associated with the design and construction of a \_\_\_\_-foot north-bound- to-east-bound right-turn lane at 84th Street and Leighton Avenue; a \_\_\_\_-foot north-bound-to- east-bound right-turn lane at 84th Street and Windmill; and a \_\_\_\_-foot north-bound-to-east- bound right-turn lane at 84th Street and Adams Street.

D. Street Dedications. Owners agree to dedicate at no cost to the City a 25- foot right-of-way triangle area at the corners of 84th and Leighton Avenue, 84th Street and Windmill, 84th Street and Adams Street, and Adams Street and 87th Street.

E. Adams Street Right-of-Way Dedication. Owners agree to dedicate at no cost to the City 20 feet of right-of-way on the south side of Adams Street for the entire length of the development.

F. Leighton Avenue Right-of-Way Dedication. Owners agree to dedicate at no cost to the City 40 feet of right-of-way from the center of the roadway for the Leighton Avenue improvements.

6. Sewer Main Extension. Owners understand and acknowledge that the Property was made sewerable by the construction of Sewer A and Sewer B pursuant to the Regent Heights Agreement and that the Owners did not participate in, nor contribute the Owners' fair share of the cost of the construction of Sewer A and Sewer B to serve the Property. The Owners desire to be connected to Sewer A and Sewer B and therefore agree to pay a connection fee of One Thousand Five Hundred Seventy Dollars (\$1,570.00) per acre times 113.10 acres for a total connection fee of \$177,567. Said fee shall be paid in whole or part at the time of final platting based upon the number of acres final platted.

7. Contributions.

A. Owners agree to pay all costs attributable to Owners for the off/on-site roadway improvements identified in a Future Prairie Village Commercial Property Study. The Study limits will include all roadways in, adjacent and within two miles of the Prairie Village development.

B. Owners agree to pay 50% of all costs associated with the design and installation of a traffic signal at 84th Street and Leighton Avenue when warranted and recommended for installation.

C. Owners agree to pay 100% of the costs associated with the design and installation of a traffic signal at 84th Street and Windmill and at Adams Street and 87th Street when warranted and recommended for installation. The City agrees to pay 50% of the cost for all of the roadway improvements to construct Adams Street as a three-lane cross section.

8 Security.

A. Owners shall provide the City a bond, escrow, or other security agreement, approved by the City Attorney to insure Owners' share of the cost of the street and water improvements described in this Agreement as part of the executive order construction process or at the time of final platting of the Property, whichever occurs first.

B. Simultaneous with the execution of this Agreement by Owners, Owners shall provide the City a bond, escrow, or other security agreement approved by the City Attorney in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to insure Owners' contribution for the equivalent cost to pave Adams Street along the frontage of the preliminary plat as a three-lane cross section (2 + 1).

**9. Future Cost Responsibilities.** The Owner, by making the payments and improvements outlined in this Agreement, shall not be relieved of the obligation to pay for any future cost responsibilities relating to the Property which are required to be paid pursuant to the provisions of any Impact Fee Ordinance adopted by the City Council for the City and/or which are attributable to proposed changes in land use, zoning or intensity of development which have the effect of causing the need for additional public improvements in the immediate area of the Preliminary Plat.

**10. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Preliminary Plat Property.

**11. Amendments.** This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

**12. Further Assurances.** Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

**13. Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

**14. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

**15. Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

**16. Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Owners, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

**17. Assignment.** In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of



such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.

**18. Default.** Owners and City agree that the annexation, change of zone, preliminary plat, and community unit plan promote the public health, safety, and welfare so long as Owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event Owners default in fulfilling any of their covenants and responsibilities as set forth in this Agreement, the City may in its legislative authority rezone the Rezoned Property to its previous designations or such other designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.

**19. Cost Defined.** For purposes of this Agreement, the words and phrases "cost" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, construction costs, publication costs, financing costs, and related miscellaneous costs, but shall exclude City personnel costs (except for inspection and testing fees associated with executive order construction work, which shall be included), unless otherwise defined herein.

**20. Fair Share.** Owners and City agree that the City has a legitimate interest in the public health, safety and welfare and to provide for safe and efficient movement of vehicles on the public streets which is promoted by requiring Owners to pay their fair share of the cost to construct the sanitary sewer, water, and street improvements and that an essential nexus exists between the City's legitimate interests and the conditions placed upon Owners under this Agreement. In addition, City and Owners have made an individualized determination and agree that the conditions placed upon Owners under this Agreement are related both in nature and extent and are in rough proportionality to the projected adverse effects full development of the Property under the R-3 Residential District would have on the sanitary sewer, water, and street systems which serve the Property.

**21. Recordation.** This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at Owners' cost and expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

**THE CITY OF LINCOLN, NEBRASKA**  
a municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Don Wesely, Mayor

**PRAIRIE HOME BUILDERS, INC.**

By:

---

President

**FAITH LUTHERAN CHURCH**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, President of Prairie Home Builders, Inc., a Nebraska corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, \_\_\_\_\_ of Faith Lutheran Church on behalf of said church.

\_\_\_\_\_  
Notary Public